

ADDENDUM NO. 1
JACK STADIUM TRACK REPAIR & RESURFACING
Lock Haven University of PA
Lock Haven, PA 17745
Project No. 409-NO
May 7, 2010

NOTICE TO BIDDERS OF RECORD

This Addendum forms a part of the Contract Documents and modifies the original Project Manual and Drawings dated April 26, 2010. Bidders shall carefully examine Drawings and Project Manual for revised and updated items.

NOTE: Bidders must acknowledge receipt of this Addendum on their Bid Form.

PRE-BID CONFERENCE

Meeting minutes from the Pre-Bid Conference dated April 28, 2010, (attached) supplement and/or clarify the intent of the Contract Documents. The minutes shall be included as part of this Addendum.

Supplemental instructions, Highlights of Key Administrative Items, from Becky Proctor, Director of Procurement for Construction Contracting, LHUP, are attached to this Addendum as distributed at the Pre-Bid Conference.

PROJECT MANUAL ITEMS

ITEM PM-1

NOTICE TO CONTRACTORS, Page 1 of 6, Brief Description – Revise to clarify scope per separate base bids as follows:

Brief Description The project consists of:

Replacement of a limited portion of the existing track *and D-areas*, cleaning and preparation of the repaired areas and balance of the existing track and D-areas, resurfacing of the entire track and D-areas (*excluding D-areas per Base Bid No. 2*) ~~with a structural polyurethane spray~~, and restriping and recertification in accordance with IAAF and NCAA standards.

ITEM PM-2

NOTICE TO CONTRACTORS, Page 2 of 6, Liquidated Damages – Add the Completion Date Clarification below the Proposed Completion Date as follows:

Proposed Date of Completion: July 30, 2010

Completion Date Clarification: The University contemplates that there will be no need to remove and replace the asphalt base identified in the Bidding Documents. Upon Award of Contract should investigations prove otherwise, the Date of Completion will be adjusted accordingly to provide for the removal and replacement of the asphalt base.

ITEM PM-3

NOTICE TO CONTRACTORS, Page 2 of 6, Liquidated Damages – Modify as follows:

Liquidated Damages:..... The Contractor shall pay to the System, as liquidated damages and not as a penalty, the amount of ~~\$200.00~~ \$1,200.00 for each and every calendar day beyond the specified completion date.

ITEM PM-4

BID FORM, Page 2 of 23, Provide reference to the Completion Date Clarification as added to the Bidding Documents per Item PM-1.

NOTE: THE REVISED BID FORM IS ATTACHED TO INCLUDE ITEM PM-4 ABOVE AND ITEMS PM-5 THRU PM-8 AS INDICATED BELOW.

ITEM PM-5

BID FORM, Page 2 of 23, next to the last paragraph: Revise reference to liquidated damages as follows:

...the Contractor, shall pay the System University as liquidated damages and NOT as a penalty for such failure, the amount of ~~\$200~~ \$1,200.00 for each and every calendar day thereafter...

ITEM PM-6

BID FORM, Page 3 of 23, Base Bids: Identify previous lump sum Base Bid as Base Bid No. 1: for General Construction, 409-NO.1. Remainder of Unit Prices to remain.

ITEM PM-7

BID FORM, Page 4 of 23, Base Bids: Add Base Bid as Base Bid No. 2 and Unit Prices as follows:

BASE BID No. 2: for General Construction, 409-NO.1

1. LUMP SUM PRICE

All work complete as shown on the drawings and described in the specifications to include the repair & resurfacing for Jack Stadium track with a minimum 3 millimeter

overlay as described in Section 02791, and the Unit Prices as indicated below and described in Section 01026 of the specifications, for the lump sum of:

_____ Dollars \$ _____
 (WRITTEN) (FIGURES)

2. UNIT PRICES

<u>Unit Price No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
General Construction, 409-NO.1				
1.1	Removal/Replacement of Unsuitable Soil	5 CY	\$ _____	\$ _____
2.1	Track Asphalt and Base Course Repair	900 SF	\$ _____	\$ _____
3.1	Synthetic Track Repair	900 SF	\$ _____	\$ _____

The work described in the Unit Prices above IS INCLUDED in the Base Bid, and will be included in the contract agreement. Should actual quantities vary more than 5% (plus or minus) from the quantity indicated a Change Order will be executed for the variation which exceeds the 5% buffer at the Unit Price indicated.

ITEM PM-8

BID FORM, Page 4 of 23, Alternate Price Item: Revise description to include as applicable to both Base Bid No. 1 and Base Bid No. 2; and revise quantity from 620 lf to 1,310 lf as follows:

ALTERNATE PRICE ITEM

The following item is an alternate to the work indicated above ~~in the Base Bid Lump Sum~~ for either Base Bid No. 1 or Base Bid No. 2 above and may be required subject to availability of University funds.

If the Contractor is awarded the project and the Alternate Price Items are within the University's budget, the System will review the Unit Price for reasonableness.

If the Unit Price is considered reasonable, it will be incorporated into the project and the System will negotiate with the Contractor to determine a reasonable price.

1. UNIT PRICE

<u>Unit Price No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
General Construction, 409-NO.1				
4.1	Channel Drain Replacement Grates	1310 LF	\$ _____	\$ _____

ITEM PM-9

Section 01010, Summary of Work, Part 3, Descriptions of Separate Base Bids: Revise Paragraph 3.1 and insert the new Paragraph 3.2 as follows:

- 3.1 *Base Bid No. 1:*
- A. General Contract (409-NO.1): Base Bid shall consist of all General Work as shown in the Contract Documents including, but not limited to, the items described in the Description of Work in this section and the following:
- .1 Jack Stadium Track *and D-areas* repair and resurfacing with a structural spray.
 - .2 Include Unit Prices in accordance with Section 01026 – Unit Prices as follows:
 - a. Removal/Replacement of Unsuitable Soil
 - b. Track Asphalt and Base Course Repair
 - c. Synthetic Track Repair
 - d. *Channel Drain Replacement Grates*
 - .3 *Re-striping of Track and D-areas*
- 3.2 *Base Bid No. 2:*
- A. *General Contract (409-NO.2): Base Bid shall consist of all General Work as shown in the Contract Documents including, but not limited to, the items described in the Description of Work in this section and the following:*
- .1 *Jack Stadium Track and D-areas repair and resurfacing of only the track with a minimum 3 millimeter overlay.*
 - .2 *Include Unit Prices in accordance with Section 01026 – Unit Prices as follows:*
 - .a *Removal/Replacement of Unsuitable Soil*
 - .b *Track Asphalt and Base Course Repair*
 - .c *Synthetic Track Repair*
 - .d *Channel Drain Replacement Grates*
 - .3 *Re-striping of Track and D-areas*

Former Paragraph 3.2 is renumbered to Paragraph 3.3 with no change.

ITEM PM-10

Section 01026, Unit Prices, Part 3, Paragraph .1.D, Channel Drain Replacement Grates: Revise item 2. Description as follows:

2. Description: Replacement of existing Channel Drain Grates as specified in Section 02791 – Synthetic Track Repair to include demolition and disposal of existing grates, preparation of the existing channel drain to receive new grates, and providing new associated hardware as required for a complete installation. Base the Unit Price on an estimated quantity of ~~six hundred twenty (620)~~ thirteen-hundred ten (1,310) linear feet.

ITEM PM-11

Section 02791 – SYNTHETIC TRACK SURFACES: Delete previous Section 02791 in its entirety and replace with new Section 02791 – Synthetic Tract Surfaces (*Addendum No. 1*) as attached herewith.

END OF ADDENDUM NO. 1

Attachments: Pre-Bid Conference Meeting Minutes
Notice to Contractors
Bid Form
Specifications Section 02791

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PRE-BID CONFERENCE MEETING MINUTES



Date:	April 28, 2010
Project Name:	Jack Stadium Track Repair & Resurfacing
Project No.:	LHUP 409-NO; HPA 1013-00
Location:	LHUP East Campus Auditorium

ATTENDANCE:

Rich Getgen	LHUP Facilities	570-660-5376	rgetgen@lhup.edu
Becky Proctor	LHUP Procurement	570-484-2015	bproctor@lhup.edu
Kelly Hibbler	LHUP Procurement	570-484-2015	khibbler@lhup.edu
Alan Popovich	HPArchitects	814-466-6675	apopovich@hparchitects.com

PROJECT REPRESENTATIVES:

OWNER

Keith Roush, PE, Project Manager
Assistant Director of Facilities
Lock Haven University
301 West Church Street
Lock Haven, PA 17745
570-484-2384
570-484-2787 (f)
kroush@lhup.edu

Richard Getgen
Construction Inspection Superintendent
Lock Haven University
301 West Church Street
Lock Haven, PA 17745
570-660-5376
570-484-2787 (f)
rgetgen@lhup.edu

DESIGN PROFESSIONAL

Becky Proctor
Director of Procurement,
Construction Contracting
301 West Church Street, Room J214
Lock Haven, PA 17745
570-484-2010
570-484-2844 (f)
bproctor@lhup.edu

Alan R. Popovich, AIA
HPArchitects
3939 S. Atherton Street
State College, PA 16801
814-466-6675
814-466-6675 (f)
apopovich@hparchitects.com

Pre-Conference Note: Prior to beginning the formal Pre-Bid Conference Bidders in attendance, representatives of LHU and the Architect discussed the design solution as proposed in the Bidding Documents. In summary, there was consensus among all Bidders in attendance that the application of a structural spray over the existing track was not a recommended approach. All agreed that the problems associated with the "pumping of water" at the entry should be investigated and remedied prior to the application of any resurfacing. HPA and LHU representatives indicated that they would discuss this matter with Keith Roush, the Project Manager, and would get back to them if the approach would be reconsidered.

ITEMS OF DISCUSSION:

1. Design Professional – Architect is HPArchitects
 - a. All other questions concerning the Bidding Documents should be directed (in writing) to HPArchitects, ATTN: Alan Popovich; email acceptable/preferred apopovich@hparchitects.com; cc: shigh@hparchitects.com
 - b. Last Addendum should be issued no later than seven (7) days prior to Bid Opening (Friday, 5/7; close of business). Questions should be forwarded to the Design Professional prior to allow adequate time for response.
2. Follow-up site visit immediately following the supplemental Pre-Bid Conference.
3. Bond requirements – Provide bid bond (or surety) with bid; performance and payment bond and warranty/maintenance bond will be required of successful bidders.
4. Prevailing Wage – PA Prevailing Wage rates apply to contract.
5. Insurance – Insurance requirements indicated; note that insurance requirements apply to all subcontractors. Provide University as additional insured on Insurance Certificate.
6. Bid Due Date – Bids due Friday, 5/14 at 2:00 pm in J214 East Campus. All bid proposals must be in LHUP's possession in J214 to receive consideration. Late bids will not be accepted.
 - a. Public opening
 - b. Bid results will be posted on the LHU website; do not call and request bid results.
7. It is recognized that the project is under a time constraint therefore anticipated that Notice to Proceed will be issued end of June/beginning of July; will issue sooner if approvals come thru from System.
 - a. It is the intent of the University to review and award the contract as promptly as possible.
 - b. Bidders asked to review information and successful contractors be prepared to submit their bonds and return the contracts as promptly as possible to facilitate processing by the University and State System.
 - c. The University will issue a Letter of Intent to the successful bidder(s) to allow material to be ordered and the submittal process to be initiated.
 - d. Contractors cannot physically perform work on site until contracts are signed and processed.
8. Project Start Date – To be Determined (see Item 7 above).
9. Project Completion Date – July 30, 2010
 - a. Bidders noted that if paving is included in contract additional time will be necessary to allow for curing of asphalt prior to placement of track system.
 - b. Full pour system as specified will require 30-day curing time for asphalt; completion anticipated on or about 9/3/10.
 - c. 2-part sandwich system (BSR base mat and broadcast EPDM wear coat) will require 14-day cure for asphalt; completion anticipated on or about 8/20/10.
 - d. LHU/HPA will evaluate completion dates in association with discussion on project approach.

10. Liquidated Damages – Liquidated damages apply to the project; \$200 per day. University has activities scheduled to occupy the fields and will incur costs if fields are not ready to accommodate the activities.
Post Meeting Note: Liquidated Damages to be \$1,200 per day.
 - a. Due to nature of scheduled activities, LHU may opt to waive Liquidated damages in special cases but will rarely extend contract Completion Date.
11. Include the following with the bid proposal:
 - a. Contractor's Qualification Statement (AIA Document A305).
 - b. Preliminary Schedule
12. Award of Contract – Base Bid plus Unit Prices with defined quantities as indicated in documents.
13. Unit Prices requests are summarized on Bid Form for respective contracts. Pay particular attention to which Unit Prices are or are not to be included within the Base Bid as clearly indicated on the Bid Form.
 - a. Unit Price for thermoplastic replacement grates (Alternate); not included in Base Bid.
14. B. Proctor reviewed highlights of key administrative items. Electronic version of handout is attached.
15. MBE/WBE Participation Levels – University targets MBE/WBE participation in amounts set forth on Page 2 of the Notice to Contractors at \$10,080 for Contract 409-NO.1 General Construction.
 - a. All Bidders are required to show evidence that effort has been made to meet participation levels as set in the Documents.
 - b. Identify scope of work from subcontractors and/or material from suppliers along with applicable price.
 - c. University is a “low bid agency” such that lowest bid -- whether MBE/WBE or not – shall be accepted.
 - d. Any MBE/WBE contractor or supplier from a list of a duly authorized public entity in acceptable.
 - e. Follow LHUP/State System procedures and submit proof of effort or commitment and all applicable required documentation with bid proposal.
16. Questions concerning any information related to MBE/WBE or on package should go directly to B. Proctor at (570)484-2010.
17. Section 01010 – Summary of Work and Description of Separate Base Bids - The following items were brought to the particular attention of bidders in accordance with Section 01010:
 - a. Part 1 - General Construction Prime (and only) Contract
 - 1) General Contractor as coordinating contractor for the project
 - 2) Work includes:
 - a) Project coordination and administration
 - b) Site preparation and protection
 - c) Erosion and sedimentation control
 - d) Limited excavation
 - e) Hauling of excavated (natural, clean) material to on-site location; asphalt, etc., to be removed from site
 - f) Subbase preparation and asphalt replacement

- g) Synthetic track repair – NOTE: Contractor will be responsible for complete protection of football/soccer synthetic turf at infield. Any damage to turf will be Contractor's responsibility for complete repair/replacement.
 - h) Synthetic track cleaning and preparation
 - i) Sealing of perimeter edge and interior edge as required
 - j) Structural spray application
 - k) Channel drain grate replacement (Alternate)
 - l) Track re-striping and certification
 - m) Site clean-up and repair
 - b. Part 4 – Permits
 - 1) No permits anticipated
 - c. Part 6 – Contractor Use of Premises
 - 1) Special Conditions – Water for Compaction Operations
 - a) Water from University's system via hydrant is available if necessary for compaction

Post Meeting Note: Part 6 reference to Water for Compaction is not referenced in the Specification. Item "a" above is still applicable in that water from University's system via hydrant is available for compaction.
 - d. Part 17 – Survey and Test Levels
 - 1) Requirements for layout and striping certification
- 18. General overview of Specification Section 02791 was performed. Post Meeting Note: Section 02791 is re-issue in total; see new specification for applicability of items listed below.
 - a. Related Sections – Section 01026 - Unit Prices will be referenced for channel drain grates Alternate.
 - b. Contractor Qualifications – Note requirements for five-years experience for each of structural spray and full depth pour applications; 10-year experience of product manufacturer. Note emphasis on superintendent experience for structural spray and full depth pour applications.
 - c. Submittals – Note Qualifications, Products, Certifications and Shop Drawings.
 - d. Athletic Surfacing Materials -- Defined for replacement areas.
 - e. Athletic Surfacing Materials -- Defined for structural spray coating over track and D-areas.
 - f. Channel Drain Replacement Grates -- Identified as PolyDrain ADA thermoplastic type as Basis of Design product.
 - g. Asphalt Surface Course -- Execution references PennDOT Superpave per Section 02740; Flood test required.
 - 1) Requirement of 14-day curing will be clarified
 - h. Surfacing System -- Preparation and tolerances noted.

- i. Structural Spray Preparation -- Section noted including removal of defects and repair of edge-lifting noted.
 - 1) Contractor will be responsible for repair and sealing of exterior edge perimeter and interior edge as necessary prior to application of structural spray.
 - 2) Damaged area at D-area to be repaired.
 - j. Structural Spray Application – 2-part application @ minimum 1.3 pounds per square yard per coat = minimum 2.6 pounds per square yard; minimum 19,950 pounds based on 7,670 square yards.
 - k. Line Markings – Certified in accordance with IAAF and NCAA specs. Schedule of striping included. Provide shops for verification by Architect and University.
19. Compaction Testing – Each contractor is responsible for this own compacting testing in accordance with Section 02300.
20. Bidders, R. Getgen and A. Popovich agreed to re-convene at the site to review existing conditions, walk the track and make observations for necessary repairs.

MEETING ADJOURNED: Approximately 11:00 am

SITE WALK-THROUGH

1. Bidders, R. Getgen and A. Popovich assembled at the Jack Stadium track to review existing conditions.
2. Area anticipated for removal was identified and inspected. Areas of de-lamination were observed and well as an area where it appeared that a subsurface stone may be “rising” or telegraphing through track surface. Areas where seams from previous full-pour repair had failed as well as areas where seams were intact were observed. Water was observed as “pumping” in area targeted for replacement.
3. Additional areas were observed at track that will require preparation/repair prior to placement of structural spray.
4. Edge conditions were reviewed and discussed. Exterior perimeter edges inspected, areas cleaned and re-adhered as possible, sealed and cut back to remove ragged edges as necessary. Interior gaps at edge channel drain should be cleaned and sealed cleaned with a pourable; self leveling sealant.
5. Channel drain was observed to extend at the entire perimeter. HPA will adjust linear foot quantity in Bidding Documents. Post Meeting Note: Adjusted perimeter linear foot quantity is 1,310 l.f.
6. It was noted that wind will impact application of structural spray; need for complete protection of football/soccer synthetic turf at infield was reiterated.
7. Bidders asked University to consider alternative Base Bid to provide for EPDM overlay in lieu of the structural spray. University will consider in addition to other suggestions on project approach, repairs and schedule as discussed.

Any authorized persons who take exception to any statement in this report shall notify the preparer in writing within five (5) days of the receipt of this report, stating in detail the correction or omission. Otherwise, this report shall be considered correct and final.

Respectfully submitted,

Alan R. Popovich, AIA
HP Architects

Copy: All attendees
1013/2.03

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NOTICE TO CONTRACTORS

Lock Haven University of Pennsylvania of the State System of Higher Education, invites interested contractors to submit sealed proposals for construction of:

JACK STADIUM TRACK REPAIR & RESURFACING PROJECT No. 409-NO

Sealed proposals will be received by Lock Haven University of PA, Procurement Office, East Campus Complex, 301 West Church Street, Room #J214, Attn: Becky J. Proctor – Director of Procurement, Lock Haven, PA 17745. Bids must be time stamped at the Procurement Office no later than 2:00 p.m. (local time) on the date of bid opening. Any questions related to delivery of the bid proposal shall be directed to (570) 484-2010, -2015, or -2384.

University Contracting Officer The University Contracting Officer for this project is:

Mr. William T. Hanelly, VP
Finance, Administration, & Technology
Sullivan Hall.

Brief Description The project consists of:

Replacement of a limited portion of the existing track *and D-areas*, cleaning and preparation of the repaired areas and balance of the existing track and D-areas, resurfacing of the entire track and D-areas (*excluding D-areas per Base Bid No. 2*) ~~with a structural polyurethane spray~~, and restriping and recertification in accordance with IAAF and NCAA standards. (*Addendum No. 1*)

Opening Date and Time May 14, 2010, shortly after 2:00 p.m. (local time), at the Procurement conference room (Room # J214), 301 West Church Street (former Lock Haven Jr/Sr High School) adjacent to the campus of Lock Haven University of Pennsylvania, Lock Haven, PA, 17745. *Please Note:* Bid results/ tabulation will be posted at the Lock Haven University Purchasing Website (www.lhup.edu/purchasing/public-postings/bid-results). Phone or fax inquiries will not be accepted.

Architecture/Engineering HPArchitects
3939 South Atherton Street
State College, PA 16801
(814) 466-6675 phone
(814) 466-6676 fax

Contract Numbers and Cost Range:

409-NH.1 General Construction \$ 120,000 - \$ 132,000

MBE/WBE REAA Participation Levels:

409-NO.1 General Construction \$ 10,080.00

Bid Guaranty: Each proposal must be accompanied by a certified check, bank cashier’s check, or bid-bond in the amount of 5% of the contract bid proposal, payable to Lock Haven University of Pennsylvania.

Proposed Date of Completion: July 30, 2010

Completion Date Clarification: The University contemplates that there will be no need to remove and replace the asphalt base identified in the Bidding Documents. Upon Award of Contract should investigations prove otherwise, the Date of Completion will be adjusted accordingly to provide for the removal and replacement of the asphalt base. *(Addendum No. 1)*

Proposal Period: 60 days allowed from Bid Opening until Award of Contract.

Contract Approval Period: 60 days allowed from Bid Opening until Notice to Proceed.

Liquidated Damages:..... The Contractor shall pay to the System, as liquidated damages and not as a penalty, the amount of ~~\$200.00~~ \$1,200.00 *(Addendum No. 1)* for each and every calendar day beyond the specified completion date.

Plans Cost \$50.00 per set of plans and specifications. Plan cost is non-refundable, payable to HPArchitects. Plans and specifications may be reviewed at the Facilities Management Department, Lock Haven University of Pennsylvania, as well as the bidders services listed below.

Bidders Services: Drawings, specifications, and contract documents will also be available for examination at the following locations:

Altoona Builders Exchange
1927 Union Avenue
Altoona, PA 16601
(814) 944-5444

Mid-Atlantic BX
2501 North Front Street
Harrisburg, PA 17110
(717) 234-3255

Pre-bid Conference..... A pre-bid conference will be held on **April 28, 2010, at 10:00 a.m.** at Lock Haven University. The conference will be held at the East Campus Auditorium, 301 West Church Street, Lock Haven. The pre-bid conference will be followed by a site visit (walking tour) of the project site.

Site Visit..... Before submitting proposals, all bidders **should visit the site** to thoroughly familiarize themselves with the existing conditions. Site visits which require access to University facilities are **scheduled** for two (2) separate dates - immediately following the pre-bid conference and a follow-up site visit approximately one week later. Bidders are encouraged to visit the site during one (or both) of the **scheduled** visits indicated above. Individualized, private tours of the site which require access to University facilities cannot be guaranteed for times other than those scheduled above. Upon finding any discrepancies between existing conditions and these specifications, prospective bidders shall report these discrepancies for clarification to the Professional prior to submitting a bid. **Failure of the bidder to visit the site** and recognize, take into account, and include in their bid site conditions that affect the work, shall not be considered cause for increase **in the agreed upon contract amount.**

Requests for Clarifications Contractors are directed to forward any requests for clarification in writing to the Professional no less than seven (7) calendar days prior to the date bids are due. Any/all questions regarding the project are to be submitted in writing to the Professional.

CONTRACTUAL REQUIREMENTS:

Bid Bond

It has been determined by the University that for this work a bid guaranty is required. As a bid guaranty, each Proposal must be accompanied by a Certified Check, Bank Cashiers Check, or BID Bond. If a Bid Bond is submitted, it must be in the amount of 5% of the contract bid proposal amount, and it **must be submitted on the System furnished Bid Bond Form.** FAILURE to submit a bid guaranty; and if a Bid Bond is used as a Bid Guaranty, failure to submit the completed (**all signatures and seals**) System-furnished Bid Bond Form will result in the rejection of the Bid Proposal as non-responsive.

Performance and Payment Bonds

Performance and Payment Bonds in the amount of the contracts are required for work performed under the contracts awarded for this project. Bond requirements are contained in Rider F - Contract Bonds of the Standard Form of Agreement for Facilities Projects (100% performance bond; 100% payment bond; 10% warranty/maintenance bond).

Nondiscrimination

The State System of Higher Education is an equal employment opportunity agency with special nondiscrimination requirements, and as published in the Commonwealth Contract Compliance regulations 22 PA Code Chapter 509, and in the State System of Higher Education Contract Compliance Requirements contained in the bid proposal form.

Debarred Contractors

Contractors currently under suspension or debarment by the Commonwealth, and any other state, or the federal government, are not eligible for an award of contract for this project. Additionally, contractors should not contract with or employ subcontractors or individuals that are currently under suspension or debarment by the Commonwealth or the federal government. A current list of suspended or debarred contractors is available by contacting the Department of General Services, Office of Chief Counsel, North Office Building, Room 603, Harrisburg, PA 17125.

Product Substitutions

Any product substitution requests shall be submitted to the design professional a minimum of 10 calendar days prior to the date set for the receipt of bid proposals. Those product substitutions that are accepted will be published in an addendum. After the bid opening, product substitutions will be considered only for those conditions listed in Section 01631 - Product Substitutions.

MBE/WBE Participation

The Contractor must demonstrate that he has complied with the State System of Higher Education Draft Regulation Minority Business Enterprise and Women Business Enterprise (MBE/WBE) in facilities projects, as outlined in the bid proposal form, in the preparation and submission of their bid proposal.

All bidders must directly contact certified MBE/WBE subcontractors and/or suppliers to request quotes. Bidders must solicit MBE/WBE firms in a timely manner to allow sufficient time for a response, in the same manner bidders solicit from other subcontractors and suppliers. In order for a solicitation to be considered a qualified proactive solicitation, the request for quotations must contain the following minimum information:

1. The solicitation must be written, and on the bidder's business letterhead.
2. The date of solicitation.
3. The name and address of MBE/WBE firm solicited.
4. The project name and number.
5. A listing of the specific equipment, materials, supplies, including appropriate quantities that the bidder intends to purchase or lease. The scope of work for any subcontract work should be clearly outlined.
6. Instructions as to where the plans and specifications (if not attached) are available for the MBE/WBE firm to review.

Information regarding the availability of certified Minority and Women Business Enterprises (MBE/WBE) may be obtained from the Commonwealth of Pennsylvania, Bureau of Contract Administration and Business Development, at the following Internet homepage of the Department of General Service <http://www.dgs.state.pa.us>, and proceeding to the section entitled "Bureau of Minority and Women Business Opportunities", and typing in *Keyword: MBE/WBE*. Those minority and women owned businesses certified by the Department of General Services, as listed therein or subsequently certified, will be pre-approved and acceptable to the System as MBE/WBE firms. Contractors may also submit other minority or women owned businesses which have been certified by other states or by other duly constituted public bodies.

Contractor's Qualification Statement

In the interest of expediting the evaluation and review of the bid proposals, All Bidders are required to submit a completed Contractor's Qualification Statement (*AIA Document A305*), along with a financial statement (illustrating assets, liabilities, etc.) current within twelve (12) months of the Bid Date. In a cover letter accompanying your Bid Proposal, please provide a statement which indicates that you have taken into consideration all of your business commitments for the period of this project, and you will have no problem completing the project according to the schedule stated in the contract documents. Additionally, on the same cover letter, please provide a statement that you have the necessary organization and work experience to perform the scope of work as indicated in the contract documents. Failure to submit the required information and qualification statement may result in rejection of the Bid Proposal as being non-responsive.

Preliminary Schedule

All Contractors are required to submit a preliminary schedule (bar chart format) with their bid proposal. Failure to do so will result in the rejection of the Bid Proposal as non-responsive. For reference, please see Section 01300 - Submittals, Section 1.5.

Sales Tax

Contractors shall pay all sales, consumer, use and other similar taxes as required by law. Since the State System is an instrumentality of the Commonwealth of Pennsylvania, the sale at retail to or use by a construction contractor of building machinery and equipment and services thereto that are transferred to the State System may possibly be excluded from some or all of such taxes. Forms and directions on the manner of obtaining exclusions from sales taxes may be obtained from any office of the Pennsylvania Department of Revenue. The University will not be issuing and tax-exemption forms.

Notice As To Filing A Bid Protest

1) A bidder or offeror, a prospective bidder or offeror, or a prospective contractor, that is aggrieved in connection with the solicitation or award of a contract under the Commonwealth Procurement Code, except as provided in 62 Pa. C.S.A. § 521 (relating to cancellation of invitations for bids or requests for proposals) may file a protest with the Office of the Chancellor, State System of Higher Education, 2986 North Second Street, Harrisburg, PA, 17110.

A copy of any protest must also be simultaneously mailed to the Office of the President of the university that issued the bid solicitation. In the event that the Educational Resources Group (ERG) issued the bid solicitation, a copy of the Protest should be filed with its President. No additional notification need be sent if the Office of the Chancellor issued the bid solicitation.

2) If the protestant is a bidder or offeror or a prospective contractor, the protest must be filed with the Office of the Chancellor at the aforementioned address within seven (7) days after the aggrieved bidder or offeror or prospective contractor knew or should have known of the facts giving rise to the protest. In no event may a protest be filed later than seven (7) days after the date the contract was awarded.

3) If the protestant is a prospective bidder or offeror, a protest must be filed with the Office of the Chancellor at the aforementioned address prior to the bid opening time or the proposal receipt date.

4) If a bidder or offeror, a prospective bidder or offeror, or a prospective contractor fails to file a protest, or fails an untimely protest, the bidder or offeror, the prospective bidder or offeror, or the prospective contractor will have waived its right to protest the solicitation or award of the

contract in any forum. The State System of Higher Education shall disregard protests that are untimely filed.

5) A protest must state all grounds upon which the protestant asserts the solicitation or award of the contract was improper. The protestant may submit with the protest any documents of information it deems relevant to the protest.

6) Upon receipt of the protest, the Office of the Chancellor will render a decision in accordance with the procedures outlined within the Commonwealth Procurement Code, 62 Pa. C.S.A. § 1711.1 *et seq.*

Binding Letters of Intent

With or after the announcement of an award to a Bidder, before the Contract for construction is effective, and if deemed necessary by the University, the System Contracting Officer (or his designee) may issue with the Notice of Award to a Bidder, Binding Letters Of Intent to contract.

A Bidder receiving a Binding Letter of Intent may rely on the letter to prepare to start work to the extent authorized by the letter and incur costs related to the authorized work in preparation for performance of the Contract.

No work on the construction site shall be commenced and no payment shall be made to the Bidder until the Contract is fully executed.

If the Contract is not fully executed, the Bidder shall be entitled to reimbursement for actual expenses reasonably incurred pursuant to the letter and prior to notification from the University not to proceed.

Reimbursement shall not include any loss of anticipated profit, loss of use of money, administrative costs, or overhead costs.

Pennsylvania Right-to-Know Law

Please be advised that effective January 1, 2009 all responses to this procurement opportunity are subject to the Pennsylvania Right-to-Know Law, 65 P.S. §67.101 *et seq.*, (Act 3 of 2008). The Right-to-Know Law permits any requestor to inspect and/or copy any record prepared and maintained or received in the course of the operation of a public office or agency that is not subject to the enumerated exceptions under the law. **If your response to the procurement opportunity contains a trade secret or confidential proprietary information, you should include with your response a separate signed written statement to that effect.** Should your response become the subject of a Pennsylvania Right-to-Know Law request, you will be notified by the procurement office to identify all trade secrets or confidential and proprietary information that is included in your response. The agency will then determine whether the claimed trade secret or confidential and proprietary information is subject to disclosure.

(Do not write in space below)

DATE

Bid Opening Witnesses:

STATE SYSTEM OF HIGHER EDUCATION

Lock Haven University of PA
Lock Haven, Pennsylvania, 17745

PROPOSAL

For Contract No. **409-NO.1**

JACK STADIUM TRACK REPAIR & RESURFACING

Proposal of:

Federal Identification No. _____

(Address)

_____(Telephone Number); _____(Fax Number);

_____(E-Mail Address)

To Lock Haven University of PA, of the State System of Higher Education

Sirs:

In conformity with the plans and specifications, all as prepared by HPArchitects, on file at the System University, and the other Contract Documents including Instruction to Bidders, Standard Form of Agreement, Contract Bond and the General Provisions of the Contract, which are made a part hereof, as if fully set forth herein, the Proposal Form, Special Requirements, General Requirements and any Addenda issued changing any part of the Contract Documents, the undersigned submits this Proposal.

If required, the undersigned encloses herein as a Proposal Guaranty, a certified check or bank cashier's check, drawn to the order of the System University, or a Bid Bond on the form furnished by the System, indemnifying the System in an amount not less than **5% of the total bid amount** which, it is understood, will be forfeited if this Proposal or any part thereof is accepted by the System and the undersigned shall fail to furnish approved Contract Bonds (if required) and execute the Contract within the time stated in the Instruction to Bidders; otherwise said check or Bid Bond shall be returned. All checks or Bid Bonds not forfeited under the terms of bidding, except for the two lowest responsive, responsible bidders, shall be returned on or before the 30th day subsequent to the Bid Opening. The guaranty of the two lowest responsive, responsible bidders, except where forfeiture of security is required, shall be returned upon the execution of the Contract Bonds by the lowest responsive, responsible bidder. In the

event the Contract is not awarded by the System, the guaranty of the two lowest bidders will be returned on or about sixty (60) days after the date of the Bid Opening unless an extension is granted by them.

It is hereby certified that the undersigned is the only person(s) interested in this Proposal as Principal, and that the Proposal is made without collusion with any person, firm or corporation. It is hereby agreed that the all prospective bidders will provide a completed Contractor's Qualification Statement and Financial Statement with their bid proposals. The responsive, responsible low bidder will furnish Contract Bonds, and return the executed Agreement to the System, within 5 days receipt of each request. The Contractor shall commence with all site work required by the Contract within ten (10) days after receipt of Notice to Proceed from the System.

It is proposed to furnish and deliver all materials, water, tools, equipment, light, power, tests and transportation, and secure all permits and licenses, and to do and perform all labor, superintendence and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the System University for the project:

JACK STADIUM TRACK REPAIR & RESURFACING Project No.: 409-NO for the price hereinafter stated.

It is understood that the System University reserves the right to reject any or all proposals, or any part thereof, or items therein and to waive technicalities required for the best interest of the State System of Higher Education. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

This proposal is submitted with the understanding that all work on the **Jack Stadium Track** shall be completed on or before **July 30, 2010**, and that time of completion of the work shall be considered as of the essence of this Contract. Extension of time beyond the above stipulated date shall be agreed to in writing. *NOTE: See Addendum No. 1 for applicable Completion Date Clarification.*

If we shall fail to complete the work within the time above specified, or such extension thereof as shall be granted in accordance with the Standard Form of Agreement, we, as the Contractor, shall pay the System University as liquidated damages and NOT as a penalty for such failure, the amount of \$1,200.00 (*Addendum No. 1*) for each and every calendar day thereafter until such work shall be completed and accepted; except for any allowance made by the System University for delay caused by the System University or conditions beyond the Contractor's control. Conditions beyond the Contractor's control are interpreted to include strikes, floods, unusual weather conditions not normally prevailing in the particular season, governmental priority restrictions on materials and any other causes which can be proved as being beyond the control of the Contractor. The System University, if it contemplates causing delay, will notify the Contractor and shall appropriately extend the contract completion date. The Contractor shall likewise, if he is unable to complete by the date stated, request authority for delay to a new completion date under possible assessment of liquidated damages.

A detailed breakdown sheet of the work and the contract price of the work involved will be submitted to the System University promptly after the execution of the contract. The Contractor shall use the Schedule of Values form provided by the System.

The insurance policy to cover fire and extended coverage shall be submitted for the contract price, less uninsurable items such as excavation, roads or walks. If the insurance submitted is less than the Contract price, the Contractor must submit a letter justifying the insurance coverage. The System University reserves the right to designate the proper coverage amount.

The base bid and unit prices (if required) as called for, are submitted in the spaces provided below. An omission of prices requested in the Proposal will be sufficient cause for rejection of your bid as being incomplete, and non-responsive.

In submitting a proposal for this project, the Contractor certifies that he is able to comply with the project schedule, taking into consideration all existing business commitments and projects in progress. Additionally, the Contractor certifies that he has the necessary organization and work experience to perform the scope of work.

BASE BIDS

ALL BIDDERS must submit a bid price for all items shown on the Bid Form for their respective contract.

It is the intent of the University to award either Base Bid No. 1 or Base Bid No. 2 depending on available funds.

BASE BID No. 1: for General Construction, 409-NO.1

1. LUMP SUM PRICE

All work complete as shown on the drawings and described in the specifications to include the repair & resurfacing for Jack Stadium track with a structural spray as described in Section 02791 (Addendum No. 1), and the Unit Prices as indicated below and described in Section 01026 of the specifications, for the lump sum of:

_____ Dollars \$ _____
 (WRITTEN) (FIGURES)

2. UNIT PRICES

<u>Unit Price No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
General Construction, 409-NO.1				
1.1	Removal/Replacement of Unsuitable Soil	5 CY	\$ _____	\$ _____
2.1	Track Asphalt and Base Course Repair	900 SF	\$ _____	\$ _____
3.1	Synthetic Track Repair	900 SF	\$ _____	\$ _____

The work described in the Unit Prices above IS INCLUDED in the Base Bid, and will be included in the contract agreement. Should actual quantities vary more than 5% (plus or minus) from the quantity indicated a Change Order will be executed for the variation which exceeds the 5% buffer at the Unit Price indicated.

BASE BID No. 2: for General Construction, 409-NO.1 (Addendum No. 1)

1. LUMP SUM PRICE

All work complete as shown on the drawings and described in the specifications to include the repair & resurfacing for Jack Stadium track with a minimum 3 millimeter overlay as described in Section 02791, and the Unit Prices as indicated below and described in Section 01026 of the specifications, for the lump sum of:

_____ Dollars \$ _____
 (WRITTEN) (FIGURES)

2. UNIT PRICES

<u>Unit Price No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
General Construction, 409-NO.1				
1.1	Removal/Replacement of Unsuitable Soil	5 CY	\$ _____	\$ _____
2.1	Track Asphalt and Base Course Repair	900 SF	\$ _____	\$ _____
3.1	Synthetic Track Repair	900 SF	\$ _____	\$ _____

The work described in the Unit Prices above IS INCLUDED in the Base Bid, and will be included in the contract agreement. Should actual quantities vary more than 5% (plus or minus) from the quantity indicated a Change Order will be executed for the variation which exceeds the 5% buffer at the Unit Price indicated.

ALTERNATE PRICE ITEM

The following item is an alternate to the work indicated above ~~in the Base Bid Lump Sum~~ for either Base Bid No. 1 or Base Bid No. 2 above and may be selected subject to availability of University funds. (Addendum No. 1)

If the Contractor is awarded the project and the Alternate Price Items are within the University's budget, the System will review the Unit Price for reasonableness.

If the Unit Price is considered reasonable, it will be incorporated into the project and the System will negotiate with the Contractor to determine a reasonable price.

1. UNIT PRICE

<u>Unit Price</u> <u>No.</u>	<u>Description</u> _____	<u>Estimated</u> <u>Quantity</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Price</u>
General Construction, 409-NO.1				
4.1	Channel Drain Replacement Grates (<i>Addendum No. 1</i>)	1310 LF	\$_____	\$_____

BID PROPOSAL SUBMISSION REQUIREMENT

1. ALL BIDDERS are required to submit an AIA A305 (Contractor Qualification Statement), a financial statement, a statement regarding their experience, and a statement regarding their ability to meet the schedule. Refer to Notice to Contractors, page 5/6, Contractor's Qualification Statement.
2. ALL BIDDERS submit, with your bid proposal, a preliminary schedule (bar chart format) Refer to Notice to Contractors, Preliminary Schedule, page 5/6.

TO BE FILLED IN IF ADDENDA ARE ISSUED

The bidder acknowledges receipt of the addenda hereinafter enumerated which have been issued during the period of bidding and agrees that said addenda shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the addenda received:

Addenda No.	Issuing Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder - Insert Firm Name

PROPOSAL SIGNATURE PAGE

When the Bidder is an **Individual:**

(Signature)

Witness: _____

Date

When the Bidder is a **Partnership:**

(Partnership Name)

(Partner)

(Partner)

(Partner)

(Witness)

Date

When the Bidder is a **Corporation:**

(Corporation Name)

(President)

(CORPORATE SEAL)

Date

ATTEST:

(Secretary/Treasurer)

STATE SYSTEM OF HIGHER EDUCATION CONTRACT COMPLIANCE REQUIREMENTS

1. Contractor's Name: _____ Contract No. _____
Contractor's Equal Employment Opportunity Officer:
Contract Location:
2. The Contractor agrees to send a signed statement of the Contractor's Notice of the Nondiscrimination Clause" to all subcontractors, suppliers, vendors, and labor organizations, as required.
3. The undersigned, in person or by duly authorized representative, hereby certifies that the Contractor shall comply with the provisions of 22 Pennsylvania Code Chapter 509 and all statutes and regulation regarding equal opportunity employment and agrees that the following steps will be taken to assure equal opportunity in employment:
 - a. Require that all advertisements for personnel contain the notation "an Equal Opportunity Employer" and that all advertisements be inserted in newspapers having a large general circulation, or other media reaching a large portion of the population in the area and among minority groups.
 - b. Use direct and systematic recruitment of personnel through the applicable public (PA Job Service) and private employee referral sources likely to yield qualified minority group applicants, including but not limited to schools, colleges and minority group organizations.
 - c. Encourage minority group applicants through referral by current employees.
4. It is further hereby agreed as part of this application that, in order to assure nondiscriminatory hiring, the following steps shall be taken:
 - a. All members of Contractor s staff authorized to hire and discharge or to recommend such actions are fully cognizant of the Contractor s Equal Employment Policy commitments as required by the nondiscrimination clause of this contract.
 - b. Cooperation will be actively sought with unions, where applicable, to develop programs to assure qualified minority group persons of equal opportunity for employment and training.
5. It is further hereby agreed, that the Contractor will make use of apprenticeship and/or other training programs by:
 - a. Assisting minority group members to enter pre-apprenticeship training programs; and/or,
 - b. Actively assisting minority group employees to increase skills to be eligible for upgrading, and/or,
 - c. Actively participating in programs for fair and equal consideration of all applicants, such programs having been approved by the Bureau of Apprenticeship and Training of the U. S. Department of Labor, and/or the Pennsylvania Apprenticeship and Training Council, where applicable.

6. It is also agreed that when bids are being solicited, the Contractor shall actively solicit bids from minority subcontractors and suppliers.
7. It is further agreed that effort will be made to obtain qualified minority group representation in all classes of employment on the job and in phases of work.
8. It is further agreed that the Contractor will submit a progress report (STD-21) on a monthly basis for the life of the project that demonstrates implementation of the agreed to provisions of the Contract Compliance Regulations.

During the term of the Contract, **the Contractor agrees** as follows:

Nondiscrimination/Sexual Harassment Clause

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, **the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall** not by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. **Neither the Contractor nor any subcontractor nor any person on their behalf shall** in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, or color.
3. **The Contractor and any subcontractors shall** establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy shall contain a notice that sexual harassment shall not be tolerated and employees who practice it shall be disciplined
4. **The Contractor shall not** discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. **The Contractor and each subcontractor shall** furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the Contracting Officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Contracting Officer or the Bureau of Contract Administration and Business Development
6. **The Contractor shall** include the provisions of this *Nondiscrimination/Sexual Harassment Clause* in every subcontract so that such provisions shall be binding upon each subcontractor.
7. **The System may** cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, **the agency may** proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Dated at _____ this ____ day of _____, 20__.

(Name of Contractor)

Signature & Title of Person Signing)

BY:

COUNTY OF _____ SS:
COMMONWEALTH OF _____

_____ being duly sworn, deposes and says that he is _____
_____ of _____

and acknowledges that he executed the foregoing statement for the purpose herein contained.

My commission expires: Sworn to before me this ____ day of _____, 20__

(Notary Public)

Minority Business and Women Business Enterprise Participation in Facilities Projects

I. Scope.

This program is derived from the State System of Higher Education Board of Governors Draft Regulation Minority Business and Women Business Enterprise Participation in Facilities Projects, Title 22: 507.20, and is applicable to all contracts to be administered by the State System of Higher Education for maintenance, repair, alteration, or improvements to existing and/or construction of new facilities.

II. Definitions.

The words or terms listed below shall be defined as stated when used in these regulations unless the text clearly indicates otherwise:

Alteration – Modifications made to a facility to change the physical structure or environment of the spaces within the facility.

Award – The issuance of a contract to the bidder or firm that submitted the lowest responsive responsible bid that has been determined to be in conformance with the advertised specifications and bidding requirements.

Certified MBE/WBE – Written designation given to a business enterprise by a duly constituted public body that attests that the business enterprise has submitted evidence of satisfying the minimum criteria established by that body for recognition of ownership by an individual or group of individuals recognized as a minority due to race or gender.

Commitment – A conditional written promise that a written quote given at the time of bid will be honored at the amount quoted or in a lesser amount, if acceptable by mutual negotiations, for the scope of work and/or materials specified. The bidder is obligated to make an award in the amount quoted to the firm submitting the lowest quote, only to the extent that there is an agreement as to the scope of work and/or materials specified at the time of bid.

Construction – The erection of an addition or improvement to an existing facility or a new building or structure or creation of new building space or a structure using component or pre-assembled building materials.

Facility – Any building, structure, infrastructure, utility or improvement placed or naturally occurring in or above the real estate (land) at a State System university, branch campus, or environmental center.

Facilities Contract – Written, legally binding agreements between a contractor and the State System of Higher Education for maintenance, repair, alteration, improvement, or new construction work for facilities managed by the State System of Higher Education.

Improvement – The addition of a facility amenity, such as installation of central air conditioning, that was not part of the structure when originally constructed.

Maintenance – The minor work performed routinely on a facility to prevent premature failure of the components used to construct the facility and/or the return of failed components to useful service without complete repair or replacement of the component or a major portion thereof.

MBE/WBE – A business enterprise that is owned/operated by a person or persons considered to be a minority due to race or gender. In order to fulfill the provisions of these regulations, the firm must satisfy established criteria by a duly constituted public body as being owned by an individual or group of individuals recognized as a minority due to race or gender and receive a certification designation by that public body.

Non-minority – An individual or firm that has not been certified as a minority business or women business enterprise by a duly constituted public body.

Notice-to-Proceed (NTP) – Written direction given to the responsible firm that has submitted the lowest responsive bid to whom the contract has been awarded and approvals obtained from all required parties such that work on the contract may commence with work to be completed within the number of days specified in the contract documents.

Proactive Solicitations – Aggressive effort taken by the bidder to obtain written quotes for subcontracts and/or material purchases from certified MBE/WBE firms to submit with his/her bid so as to reach or exceed the reasonable effort award amount established for the contract without discrimination against any individual or business due to race or gender. The bidder is prohibited from submitting a quote for the scope of work for which he/she obtains quotes from certified MBE/WBE firms.

Professional Agreement – Written, legally binding instrument between a professional architectural or engineering firm to prepare plans, specifications and bidding documents for maintenance, repair, alteration, improvement or new construction of System facilities.

Reasonable Effort Award Amount – That amount of the work for which bids or quotes can reasonably be expected to be obtained from certified MBE/WBE firms based on the scope of work of the project and current demographics concerning available qualified MBE/WBE subcontractors, suppliers, and vendors. The State System of Higher Education has the exclusive and sole right to establish this amount for any and all contracts it bids.

Repair - Restoration or replacement of major building systems or components used in construction of the entire facility that fail or wear out before the entire facility, such as roofing systems, heating, ventilation or air conditioning systems, etc.

System - Shortened name used in these regulations for the State System of Higher Education, which was created and regulated by Act 188 of 1982, and amendments thereto.

III. Proactive Effort Policy.

Certified Minority Business and Women Business Enterprises shall be solicited proactively and encouraged to submit competitive written bids or quotes for System facilities projects by the System and the prime contractors submitting bids for System facilities projects for portions of the work, and, depending on written bids received, contracts or subcontracts awarded for the work, if determined to be the firm submitting the lowest responsive responsible bid or quote. System procurement officers shall proactively solicit bids directly from certified MBE/WBE firms as prime contractors.

Each non-minority bidder must proactively solicit participation by certified Minority Business Enterprise and Women Business Enterprise (MBE/WBE) subcontractors and suppliers, when specified. All bidders are further required to document such proactive effort by completion and submission of the MBE/WBE Subcontractor and Supplier Solicitation Information Sheet shown in Exhibit A.

Minority Business and Women Business Enterprises are encouraged to submit bid proposals directly for System facilities projects, to act as prime contractors. As MBE/WBE firms, they are not required to provide any documentation regarding proactive solicitation. However, when submitting the Bid Proposal, all MBE/WBE firms must indicate on the Solicitation Information Sheet (Exhibit A) that they are Certified MBE/WBE firms, and record their Certification Number on the place indicated.

It is important to note that the MBE/WBE provisions of these regulations are unique to State System of Higher Education contracts. It is expected that responsive responsible bidders must proactively make a reasonable effort, as defined in Section IV-Reasonable Participation, to seek and incorporate a reasonable proportion of participation of certified minority and women business enterprises in each facilities project.

IV. Reasonable Participation.

At a minimum, a reasonable effort by bidders for certified MBE/WBE participation in this project is proactive solicitation such that award of subcontracts or purchases totaling \$ 10,080 .00 for Contract 409- NO .1 General Construction; (reasonable effort award amount) could be made to contractors, subcontractors, suppliers, or vendors who have been certified as valid MBE/WBE entities. This reasonable effort award amount serves exclusively as a threshold in determining bidder responsiveness.

- A. If the bidder makes commitments to certified MBE/WBE firms at or above the reasonable effort award amount at the time of receipt of bids, the bidder will be considered to have met the minority participation requirements for the project.
- B. When the reasonable effort award amount clearly has not been attained, as is evident from the commitments made to subcontractors or vendors based on their quotes submitted at the time of receipts of bids, in order to avoid rejection as non-responsive, the bidder's evidence of proactive solicitation on the MBE/WBE Subcontractor and Supplier Solicitation Information Sheet must show that the reasonable effort awards in that amount could have been made because the bidder proactively solicited for sufficient different types of subcontracts or material purchases from certified MBE/WBE firms to reach the reasonable effort award amount but:
 1. Written quotes were not received from certified MBE/WBE or non-minority firms that equal or exceed the reasonable award amount, but a proactive effort was demonstrated to have been made to obtain certified MBE/WBE participation.
 2. Did not receive written quotes from certified MBE\WBE firms, but did receive written quotes from non-minority firms that did equal or exceed the reasonable effort award amount, and commitments were made to those non-minority firms submitting the lowest quotes; or
 3. Written quotes were received from certified MBE/WBE firms at or above the reasonable award amount, but lower written quotes were received from non-minority firms, and commitments were made to at least one non-minority firm which submitted the lowest written quote at the time of receipt of bids for the same work or materials.

V. Responsiveness.

Bidders must show proof of their proactive solicitation efforts by submitting:

- A. **At the time of receipts of bids**, provide a completed MBE/WBE Subcontractor and Supplier Solicitation Information Sheet (Exhibit A).
- B. **Prior to the time of and at the place designated for the Bid Opening**, the bidder shall provide copies of the following:
 1. The written solicitations to MBE\WBE firms.
 2. All solicited and unsolicited written quotes received from certified MBE/WBE firms.
 3. Written quotes from all non-minority firms that are lower than the lowest quote received from a certified MBE/WBE firm, when award is to be made to other than the certified MBE/WBE firm submitting the lowest quote.
 4. Letters of commitment to the certified MBE/WBE or non-minority firm submitting the lowest written quotes.

5. Explanatory information required, as specified below, when commitments cannot be made to certified MBE/WBE firms in the reasonable effort award amount.
 - a. List by type of work the certified MBE/WBE firms solicited, and the type of work or materials for which solicitations were not made and the reasons why.
 - b. State why written commitments were not made for the lowest certified MBE/WBE written quotes received.
 - c. State reasons, if known, why written quotes were not received from solicited firms, or why unsolicited written quotes were not accepted and commitments made.

Failure to submit the required information as shown on the Solicitation Information Sheet (Exhibit A) related to MBE/WBE solicitation, quotes, and commitments is sufficient cause for rejection of the bidder's bid as non-responsive. Failure to submit all solicited and/or unsolicited quotes shall also be sufficient cause for rejection of the bidder's bid as non-responsive.

Mailings to large numbers of certified MBEs and WBEs which are intended to provide notice of a contractor's interest in bidding a construction project will not be deemed solicitation, but rather will be treated as informational notification only. The bidder must contact the certified MBE/WBE firms directly and request written quotes for the work or materials the firm plans to subcontract or purchase to satisfy the reasonable effort award amount.

Bidders should only list solicitations (on Exhibit A) made to certified MBE/WBE subcontractors, manufacturers, or suppliers whose work, materials, or supplies are within the project scope and are related to the project or portions thereof, and which a reasonable and prudent bidder would purchase or subcontract for the project. Bidders must show that the MBE/WBE firms solicited are certified MBE/WBE contractors, suppliers, or vendors as identified below in the Section VII MBE/WBE Certification.

Suppliers who commonly and ordinarily stock materials customarily found in the industry and are certified as MBE/WBE firms are considered as full participants in the System's program. Suppliers who do not stock materials, as is common and ordinarily the custom in the industry and a part of the industry's trade practice, but have been certified as a supplier for a particular product or products as a certified MBE/WBE firm by a duly constituted public body, are considered as full participants in the System's program.

Bidders who cannot clearly demonstrate that written commitments have been made that equal or exceed the reasonable effort award amount at the time of receipt of bids must submit, at anytime prior to the time of and at the place designated for the Bid Opening, an explanation of why such commitments could not be made. The explanation should indicate the proactive efforts taken to solicit participation and demonstrate that the bidder did not engage in discriminatory practices in solicitation and commitment of subcontracts and/or supply contracts.

VI. Determination of Responsiveness.

Failure to submit the documentation, as required in Section V, Responsiveness, shall result in a finding of non-responsive and the bid will be rejected.

The procurement office issuing the contract will review the documentation submitted and perform evaluations which will determine whether or not proactive solicitation and subsequent commitments were not made which total the reasonable effort award amount, or for which acceptable reasonable explanations were not provided, and will result in a finding of non-responsiveness to the bidding criteria and will result in rejection of the bid.

Evaluations will include review of the documentation for meeting the following standards:

1. The bidder showed proactive effort by soliciting and documenting the required quotes from certified MBE/WBE firms to demonstrate that the reasonable effort award amount was, or could have been achieved. The proactive solicitation effort by the bidder must provide sufficient time for the MBE/WBE firm to properly formulate a response.
2. The bidder documented solicitation of a varied selection of MBE/WBE firms which appear to be categorized as performing the required subcontracting effort.
3. Based on items one and two above, the bidder may be found to have shown a proactive effort regarding MBE/WBE firms as required under this policy.

If accepted by the certified MBE/WBE firm, commitments made at the time of receipt of bids must be maintained throughout the term of the contract, unless a change in commitment to these firms is pre-approved by the System.

VII. MBE/WBE Certification.

Certification as a bona fide minority or women-owned business enterprise must be made within statutory requirements set forth in the Act of December 21, 1984, No. 230, P.L. 210, 18 Pa. CSA, Section 4107.2 by any duly constituted public body. Certification of an entity as an MBE/WBE means only that the applicant has submitted information that qualifies it as an MBE/WBE in terms of its ownership and control. Certification does not address the ability of the MBE/WBE to perform the required services.

The Commonwealth of Pennsylvania, Bureau of Minority and Women Business Opportunities (BMWBO), and other local minority business affairs offices may be contacted to validate certification or to provide information regarding certified MBE/WBE entities. Such availability/certification information can also be obtained by contacting the following Internet homepage of the Department of General Services: <http://www.dgs.state.pa.us>. Contractors may submit other minority or women owned firms which have been certified by other states or by other duly constituted public body.

VIII. Contractual Obligations.

The proposal of the lowest conforming bidder, including the completed MBE/WBE Subcontractor and Supplier Solicitation Information Sheet and accompanying documents regarding solicitation and commitments to certified MBE/WBE firms, shall be considered as incorporated in and become contractual obligations under the terms and conditions of the contract awarded to the lowest responsive, responsible prime contractor.

The System will send copies of the successful contractor's Award letter to those certified MBE/WBE or non-minority firms who presented the lowest written quotes and received commitments from the successful contractor at the time of receipt of bids. This will serve as notice to the certified MBE/WBE or non-minority firms to anticipate contract awards upon Notice to Proceed to the successful contractor.

After receipt of Notice to Proceed with the contract, the contractor must offer contracts at no less than the amount stated in the written quote (unless mutually agreed upon) to the firm presenting the lowest written quote at the time of receipt of bids.

If the certified MBE/WBE or non-minority firm which made the lowest written quote rejects the offer, award may be made to any other qualified subcontractor or vendor, at a price lower than the next lowest written quote received for the same work at the time of receipt of bids, without penalty of invalidating the contractor's MBE/WBE participation. Otherwise, award must be offered to the firm which presented the next lowest written quote for the same work at the time of receipt of bids.

Failure to offer and, if accepted, award such work to a lower qualified or any successive low bidder constitutes a potential breach of the System's MBE/WBE program, and the contract may be terminated. The successful contractor's contract price will not be adjusted in any circumstance to accommodate rejected offers or commitments made to subcontractors, vendors or suppliers to satisfy the MBE/WBE provisions.

IX. Rejection of Bids.

Failure to complete and submit the MBE/WBE Subcontractor and Supplier Solicitation Information Sheet (Exhibit A) and provide the accompanying documentation regarding solicitations, quotes, and commitments will be sufficient cause for rejection of a bid as being non-responsive to the requirement of taking proactive efforts to involve certified MBE/WBE firms in the project.

**STATE SYSTEM OF HIGHER EDUCATION
MBE/WBE SUBCONTRACTOR AND SUPPLIER
SOLICITATION INFORMATION SHEET
Exhibit A**

1) Company Name: Address: Telephone: ()	Important Note: Failure to complete this Sheet and submit it <u>with</u> the bid opening date will be sufficient cause for rejection of the bid as non-responsive.	2) Contract Number: Project Name:
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ALL FIRMS SOLICITED OR WHICH HAVE PROVIDED UNSOLICITED QUOTES MUST BE INCLUDED ON THIS FORM.

3) Company Name, Address, Zip Code, Tel. No. with Area Code and Contact Person's Name	4) Certif. Number	5) Type of Work to be Performed and/or Material to be Supplied	6) Date of contacting supplier or sub.	7) Prime Contractor's Estimated Value	8) Quotes Received			9) Commitment to lowest quote (M/WBE or non-minority firm) ?	
	MBE/WBE #				Rec. Y/N	Amt. (\$000)	Attch. Y/N	Made Y/N	Attch. Y/N

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Information regarding certified Minority and Women Business Enterprise (MBE/WBE) may be obtained from the Commonwealth of Pennsylvania, Bureau of Minority and Women Business Opportunities (BMWBO) at 502 North Office Building, Harrisburg, PA 17125. **Web-Page Address:** www.dgs.state.pa.us; and searching for "MBE/WBE" in the BMWBO Keywords section.

INSTRUCTIONS SHEET
MBE/WBE Subcontractor and Supplier
Solicitation Information Sheet

- 1) Complete your company name and street address, with the name and telephone number of the person to be contacted regarding any questions about information provided.
If the company submitting a Bid Proposal is a Certified MBE or WBE firm, state so in item #3, and record your Certified MBE/WBE number in item #4.
- 2) List the Contract Number and Project Name your bid proposal is for.
- 3) List the MBE/WBE company you have solicited, along with the name and telephone number of the person at the MBE/WBE company you contacted.
- 4) List the Certification Number for the MBE/WBE company contacted, if provided. List the certifying agency if it is not the Department of General Services.
- 5) Provide the type of subcontract work or the kinds of materials to be supplied by the MBE/WBE company.
- 6) Provide the date the MBE/WBE company was solicited to provide a quote, and attach written evidence of that solicitation (letter or FAX copy). **Bidders can provide copies of the documents anytime prior to the time of and at the place designated for the bid opening.**
- 7) List your Estimated Value of the subcontract work or the materials to be supplied that could be provided by this solicitation. Credit towards the Reasonable Effort Award Amount (R.E.A.A.) is only given once in each category of subcontract work or material supplies for identical scopes within the category. Several solicitations for the same category of subcontract or material supplies are encouraged, but the same scope cannot count more than once for the cumulative R.E.A.A..
- 8) Record whether or not a quote was received from the solicited MBE/WBE company. List the quotes that are received from the MBE/WBE companies solicited, and indicate whether or not written evidence of that quote is attached. **Bidders can provide copies of the quotes anytime prior to the time of and at the place designated for the bid opening.**
- 9) Indicate whether or not your firm made a commitment to the MBE/WBE company solicited. Indicate whether or not the commitment letter, either to the MBE/WBE company or a non-minority company, is attached to the MBE/WBE Subcontractor and Supplier Solicitation Information Sheet. **Bidders can provide the commitment letters anytime prior to the time of and at the place designated for the Bid Opening.**

STATE SYSTEM OF HIGHER EDUCATION

BUSINESS CERTIFICATION FORM

A. TYPE OF BUSINESS

1. CORPORATION

The _____ is a corporation organized and existing under the laws of _____ and has (has not) been granted certificate of authority to do business in Pennsylvania as required by the Business Corporation Law, approved May 5, 1933, P.L. 364, as amended.

2. INDIVIDUAL, PARTNERSHIP OR OTHER (Circle One)

(Not a Corporation, doing business under a name other than your own.)

The _____ is an individual or partnership trading under a fictitious or assumed name and has (has not) registered under the Fictitious Name Act of Pennsylvania; namely, the Act of May 24, 1945, P.L. 967.

B. RESIDENCY

1. Does your firm have a bona fide establishment in Pennsylvania at which it was transacting business when the Notice to Contractors for this project was issued?

If "No", proceed to 2 below.

If "Yes", insert address below. (Please supply street address in lieu of a post office box.)

2. If bidder does not have a bona fide establishment in Pennsylvania, please insert the address of the office at which this bid was prepared.

BUSINESS CERTIFICATION FORM

C. I state that

(Name of Bidder)

understands and acknowledges that the above representations are material and important, and will be relied on by the State System of Higher Education in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands, that any misstatement shall be treated as fraudulent concealment from the State System of Higher Education of the true facts relating to the submission of this bid.

Signature

Signatory's Name

Title

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public

My commission expires:

**FAILURE TO PROVIDE THE INFORMATION REQUESTED OR TO SIGN THE ABOVE
CERTIFICATION MAY RESULT IN THE REJECTION OF THIS BID.**

STATE SYSTEM OF HIGHER EDUCATION

BID BOND
(Bid Bond must be submitted on this form)
(Please Complete All Blanks)

Bond No.

Amount \$

KNOW ALL MEN BY THESE PRESENTS, that we,

(hereinafter called the "Principal") as Principal and

a corporation duly organized under the laws of the State of
(hereinafter called the "Surety") as Surety, are held and firmly bound unto the State System of
Higher Education, Pennsylvania (hereinafter called the "Obligee"), in the sum of

(\$ _____) Dollars for the payment of which sum, well and truly to be made,
we, the said Principal, and the said Surety, bind ourselves, our heirs, our administrators,
successors, and assigns, jointly and severally firmly by these presents.
Sealed with our seals and dated this ____ day of _____ A.D.

Two Thousand and _____.

WHEREAS the Principal has submitted a bid upon Contract No.

for

NOW, THEREFORE, the conditions of these obligations are such that if the Principal shall not withdraw its bid prior to the expiration of the award period after the opening of the bids; and shall comply with all requirements set forth in the "Proposal" and the "Instructions to Bidders"; and if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee, covering the faithful performance of the said contract, payment of claims for labor, material, and equipment rental, comply with the warranty provisions, and the remedy of defective workmanship or material for one year after the date of completion, all of which shall be supplied on the forms as specified by said Obligee; or if the Principal shall fail to do so, pay to the Obligee the lesser of the following amounts: 1) the amount of this bond as hereinabove set forth, or 2) the difference between the amount specified in the Principal's bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid including the administrative cost to effect such contract, then this obligation shall be void; otherwise to remain in full force and effect.

WITNESS (OR ATTEST IF A CORPORATION)

PRINCIPAL

(Title of Signatory)

(CORPORATE SEAL)



SURETY

(SURETY SEAL)

(Title of Signatory)

INSTRUCTIONS ON BID BOND

If the Bid Bond is submitted, it must be submitted upon this form. If the principal is a corporation, the President or Vice President and the Secretary or Treasurer of the Corporation should sign; if a partnership, the partners should sign; if an individual, the individual should sign.

The Surety should attach to the Bid Bond a Power-of-Attorney, which should be dated, showing that the person signing the Bid Bond for the Surety has current authority to do so.

SECTION 02791

SYNTHETIC TRACK SURFACES (*Addendum No. 1*)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Sections "Special Requirements", General Requirements", and "General Conditions" form a part of this Section by this reference thereto and shall have the same force and effect as if printed herewith in full.

1.2 SECTION INCLUDES

- A. Partial removal of existing track and bituminous surface course beneath.
- B. Repair and partial replacement of existing track with full depth polyurethane system and embedded EPDM textured finish. (*Addendum No. 1*)
- C. Preparation of existing track surface and edge perimeter to receive new overlay.
- D. Replacement channel drain grates.
- E. Structural spray overlay.

1.3 RELATED SECTIONS

- A. Section 01026 - Unit Prices for unit costs related to track repair.
- B. Section 01026 - Unit prices for unit costs for asphalt and base course repair.
- C. Section 01026 - Unit prices for unit costs for channel drain grates.
- D. Section 02740 – Flexible Pavement for bituminous paving removal and reinstallation.

1.4 CONTRACTOR QUALIFICATIONS

- A. The synthetic surfacing contractor must have a minimum of five years experience in the installation of polyurethane structural spray applications.
- B. The synthetic surfacing contractor must have a minimum of five years experience in the installation of full depth poured-in-place two component elastomeric polyurethane synthetic track surfacing.
- C. The polyurethane manufacturer must have a minimum of 10 years of experience with the compounding of two-part polyurethane for athletic surfaces.
- D. The superintendent must have experience in the repair and installation of synthetic running tracks for at least 3 applications in the last 5 years with references for each of the following:
 - 1. Full depth repairs utilizing two component polyurethane tracks with embedded texture.
 - 2. Installation of polyurethane structural sprays.
- E. The Owner may make investigations deemed necessary to determine the ability of the contractor or subcontractor or supplier to perform the work. The Owner reserves the right to reject any contractor, subcontractor or supplier if evidence fails to satisfy the Owner of proper qualifications or ability to complete work specified herein.

1.5 WARRANTY

- A. The Contractor shall furnish the Owner a five (5) year guarantee of workmanship and materials to include construction of base and surface deterioration, including excess wear and fading of the surface. The warranty period shall commence at the date of acceptance of the project by the Owner.
- B. Provide manufacturer's 3 year written warranty for line markings.
- C. The Contractor shall repair and/or correct defects at no cost to the Owner during the warranty period.

1.6 MATERIALS, SAMPLES AND INSPECTIONS

- A. The Owner may engage an independent testing agency to provide random testing of and verification that the bituminous base and surfacing system being installed meets specification requirements and all material characteristics indicated in the approved submittal of shop drawings, catalog cuts, and material samples. Said testing shall be performed on material delivered to the project site and shall be performed prior to installation.
 - 1. Only that material which is demonstrated to meet specification and submittal requirements shall be permitted to be installed.
 - 2. Items that may be tested in this manner include:
 - a. New bituminous surface course
 - b. Athletic surfacing material.
- B. Testing may be performed by the Owner's testing agency based upon random samples obtained by the testing agency; testing frequency shall be such as to assure testing of a minimum ten percent (10%) random sampling of the materials delivered to the site; sampling frequency may be increased at the Owner's option if initial testing indicates failure of a sample or samples to meet specification requirements and/or the Contractor's submittal data as approved by the professional.
 - 1. The testing agency will provide written certification that the material being installed has been tested and fails to meet specification and submittal requirements.
- C. Contractor shall reimburse Owner for all associated costs of testing, including Architect's costs, if any materials fail to meet specification requirements and/or the Contractor's submittal data as approved by the professional.
- D. Surfacing system shall be asbestos free, heavy metal free.

1.7 SUBMITTALS

- A. Qualifications: Contractor's superintendent qualifications as indicated in Paragraph 1.4 above.
- B. Products
 - 1. Product literature and specification data including warranties for the surfacing system.
 - 2. Surfacing color sample selection chart for initial selection.
 - 3. Color sample for verification.
 - 4. Product literature and specification data for replacement channel grate covers.
- C. Certifications

1. Certificates, signed by producer or manufacturer stating that the following comply with this specification:
 - a. Elastomeric polyurethane
 - b. EPDM granulate
 - c. Rubber granulate
 2. Certificate signed by the athletic surface installer that bituminous concrete base is acceptable and meets tolerances and planarity in accordance with the specifications.
 3. Certification: Contractor's letter of certification indicating that the track surface is in strict compliance with the Contract Documents as identified per this Section.
- C. Shop Drawings
1. Line Striping: Detailed layout of line striping as scheduled for approval.

1.8 REFERENCE

- A. Pennsylvania Department of Transportation (PADOT) Specifications, Publication 408/latest Edition.
- B. American Society for Testing and Materials (ASTM) Standards.
- C. American Association of State Highway Transportation Officials (AASHTO)

1.9 JOB CONDITIONS

- A. Contractor shall employ professional Land Surveyor and/or Registered Engineer to establish vertical and horizontal layout.
- B. Hot-mixed asphalt base course to be placed only when the atmospheric temperature is above 35° F and when aggregate base is dry. Do not place bituminous concrete between October 31 and April 1 unless specifically authorized, in writing, by the Professional.
- C. Hot mixed asphalt surface coarse to be placed only when atmospheric temperature is above 40°F. Do not place bituminous concrete between October 31 and April 1 unless specifically authorized in writing by the Professional.
- D. All rolling operations necessary to achieve required density to be executed using a power roller weighing not less than 5 tons. Use through hand or power tamping to obtain proper compaction of any area not accessible to the roller.
- E. A pre-installation conference as outlined in Section 01400 - Quality Control, will be required for the work under this Section.

PART 2 – PRODUCTS

2.1 ATHLETIC SURFACING MATERIALS – REPLACEMENT AND PATCHED AREAS

- A. Provide a full depth polyurethane system and embedded EPDM textured finish at area noted for replacement on Drawings.

1. Total thickness of the synthetic track surfacing system shall be approximately 1/2-inch (12-14 mm) average to match existing synthetic track surface.
- B. Elastomeric Polyurethane
1. Two-component UV stabilized elastomeric polyurethane compounded from polyol and isocyanate components, based on 100% MDI.
 2. The elastomeric polyurethane shall be "terra cotta red" to match existing track color.
- C. EPDM Granulate
1. 1 to 3 millimeter peroxide cured EPDM granulate.
 2. The EPDM granulate shall be red in color and match the UV stabilized elastomeric polyurethane.
- D. Rubber Granulate
1. Fine mesh Styrene Butadiene Rubber (SBR) processed ground to a graded size not to exceed 1 to 3 millimeters in size.
 2. SBR is to be dried to no less than 2.5% moisture in sealed bags.
- E. PERFORMANCE STANDARDS
1. Repaired areas of the synthetic track shall obtain the following minimum performance standards.

a. Thickness	$\pm 1/2"$ to match existing
b. Force Reduction	35 to 50
c. Modified Vertical Deformation	0.6 to 2.5
e. Friction (TRRL Skid Resistance)	≥ 47
f. Tensile Strength	≥ 0.5
g. Elongation at break	≥ 40

2.2 ATHLETIC SURFACING MATERIALS – STRUCTURAL SPRAY & OVERLAY

- A. Polyurethane Structural Spray (Base Bid No. 1)
1. Structural Spray shall be a combination of 0.5 mm to 1.5 mm red EPDM rubber granules (40%) blended with pigment and pure MDI polyurethane binder (60%).
- B. Polyurethane Overlay (Base Bid No. 2)
2. Resurfacing layer shall consist of two-component polyurethane that is self-leveling, and compounded from pigmented polyol and MDI based, "TDI Free," isocyanate. The liquid polyurethane shall contain no mercury, lead, or any other heavy metals added by design.
 3. EPDM granulates shall be synthetic, a minimum of 27% peroxide cured EPDM, chopped, processed and having a specific density of 1.6 plus or minus 0.08 and Shore A hardness of 60. Sulfur cured rubber is not acceptable. The granules shall be graded 1mm to 3mm in size unless otherwise specified.

2.3 CHANNEL DRAIN REPLACEMENT GRATES

- A. Basis of Design: PolyDrain ADA/Heel Proof Thermoplastic Replacement Grate #2336.

1. Dimensions: 4.88" W x 19.65" L x 0.75" H.
 2. Color: As selected by Architect from manufacturer's full range of available colors.
 3. Loading: Minimum 75 psi proof load per AASHTO M-306 test (modified by utilizing a 9" x 3" load plate).
 4. Anchoring Hardware: Grates shall seat and lock into channels using a zinc-plated steel 5/16 – 18 UNC bolt and zinc plated steel toggle bar system with a bolt torque of 3in/lb.
- B. Subject to compliance with specifications and performance requirements comparable products will be considered.

2.4 LINE MARKING PAINT

- A. Line marking paint shall be an aliphatic polyurethane-based paint specifically manufactured to be compatible with polyurethane structural spray surface.
1. Thickness: 12 mils DFT.
 2. Multiple coats to achieve thickness as required by paint manufacturer.
 3. Prime surface to achieve adhesion characteristics of paint.

PART 3 - EXECUTION

3.1 GENERAL

- A. Prior to the work of this section the contractor responsible for the athletic surfacing shall become familiar with the site.
- B. Contractor is responsible for partial removal of existing track, base preparation and new bituminous surface courses to design elevation. Base and surface course to be inspected and approved by the Owner's testing agency and the Architect, prior to paving operation.
- C. Do not commence with the work under this section until the work of all trades that might disturb the finished track surface is complete.

3.2 EXAMINATION

- A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions detrimental to proper or timely completion.
1. Do not proceed until unsatisfactory conditions have been corrected.
 2. Substrate tolerances:
 - a. Planarity: Not to exceed +/-1/8 inch (3 mm) in 10 feet (3048 mm).
 - b. Levelness: Not to exceed 0.1 percent in running direction; maximum lateral slope outside to inside of 1.0 percent.

3.3 PREPARATION

- A. Surface Preparation: Ensure substrate is fully cured, and free from excess surface oils and chemicals that would impair track surface installation.
- B. Bituminous Concrete: Volatiles and latent bituminous content within acceptable limits as directed by manufacturer's technical consultant:

1. Provide cure time not less than as indicated in other Part 3 sections or as approved in writing by the Owner and Architect based on written request by manufacturer's technical consultant.
- C. Ensure that bituminous compaction tests indicate compaction of 95 percent or greater. Check bituminous with 10 foot straightedge in all directions. Repair areas not in conformance or replace with new materials, re-compact, and recheck surfaces.

3.4 ASPHALT SURFACE COURSE

- A. Provide a hot-mix bituminous concrete in compliance with Section 02740 – Flexible Pavement and PaDOT specification Publication 408.
- B. The compacted thickness of surface course shall be 1" minimum.
- C. Tolerances for the finish surface of this course shall not vary by more or less than 1/8" per 10'-0".
 1. The bituminous substrate to receive the track surface and the finish track surface shall not vary from planned cross slope by more than 1% with a maximum lateral scope outside to inside of 1% and maximum slope of 1% in any running direction.
- D. The bituminous surface course shall be compacted to 95% of theoretical density tested utilizing a nuclear gauge. A minimum of two tests of the replacement area will be required.
 1. The Contractor shall provide compaction test results for the installed subbase and bituminous surface.
- E. A flood test will be conducted to assess the court surface. Ponded water remaining on the surface after 45 minutes which is deep enough to cover the thickness of a nickel shall be corrected using leveling compound provided by surfacing manufacturer. The Professional is to be notified at least 5 days in advance of this test.
 1. The Contractor shall flood the surface immediately after the bituminous is capable of handling traffic, but within 24 hours. If, after 20 minutes of drying time, there are birdbaths evident, the Architect in conjunction with the surfacing contractor shall determine the method of correction.
 2. No cold tar patching, skin patching or sand mix patching will be acceptable.
 3. Contractor shall make all corrections at no additional cost to the Owner.
- F. Cure asphalt surface a minimum of 30 days with mean ambient daytime air temperature of 70°F minimum prior to the placement of athletic surfacing system.

3.5 REPLACEMENT SURFACING SYSTEM

- A. Surface Preparation. The surface to be coated must be sound, smooth and free from loose dirt or oil materials.
- B. The synthetic track surfacing system shall be laid on an approved subbase.
- C. Any oil spills (hydraulic, diesel, motor oil, etc.) must be completely removed and replaced with either polyurethane or new, keyed in asphalt. It shall be the responsibility of the surfacing contractor to determine if the bituminous substrate has cured sufficiently prior to the application of the polyurethane surfacing system.
 1. The minimum curing time for the bituminous base is 30 days or as recommended by track surfacing manufacturer.

- F. The Contractor shall certify that the bituminous substrate meets all design specifications, in terms of cross slopes, planarity and specific project criteria. After all specified conditions are met, and prior to the Contractor's Certification the synthetic surfacing contractor must, in writing, accept the planarity of the bituminous receiving base, before work can commence.
- G. Mixing: The synthetic track surfacing system components shall be processed to provide for accurate portioning and quality controlled mixing.
 - 1. No hand mixing will be allowed.
- H. Application: Provide multiple applications of elastomeric polyurethane and broadcast rubber to provide a full pour replacement synthetic system to match the level of the existing track surface.
 - 1. Provide two-component elastomeric polyurethane utilizing notched trowel. Begin first layer with 1/4-inch trowel at asphalt base, graduating to 1/8-inch trowel at second coat.
 - 2. Broadcast each successive base layer with 1 to 3 millimeter SBR rubber granules until all coating is thoroughly covered.
 - 3. Cure and remove all excess rubber granules by means of a mechanical vacuum at each layer.
 - 4. Trowel top layer of elastomeric polyurethane coating and broadcast to excess with 1 to 3 millimeter EPDM granules until coating all thoroughly covered to level of existing synthetic track surface.
 - 5. Fully cure and remove all excess rubber granules by means of a mechanical vacuum and prepare for resurfacing.
- I. The Contractor shall be responsible to match level of replacement surfacing system with surrounding surfaces so that no perceived difference in level exists. Inspect all areas with the Architect for acceptance prior to application of resurfacing application.
 - 1. Repair all areas to the complete satisfaction of the Architect.

3.6 RESURFACING PREPARATION

- A. The existing track surface shall be thoroughly cleaned and checked for splitting, delamination, edge lifting and other defects.
- B. Remove all defects back to a point where bond of the existing base mat is sound.
 - 1. Clean, prime and patch damaged areas 3mm short of flush utilizing a mixture of polyurethane binder (20%) and rubber (80%).
 - 2. After mat is set, flow-coat a mixture of two-component polyurethane on to patch and cast 1mm to 3mm red EPDM on to wet material.
 - 3. Remove excess rubber granules from track surface after patch is fully cured and prior to application of structural spray or overlay.
- C. Repair and seal all edge lifting at interior and exterior edge perimeter prior to priming for new spray application.

3.7 STRUCTURAL SPRAY APPLICATION

- A. Existing and new track surfaces must be dry, clean and free of dust, oils and greases.
- B. Mix spray coat material with EPDM granules in suitable device and apply mixture by use of a structural spray machine.

- C. Apply structural spray material in two applications in alternate directions with minimum application as follows:
 - 1. Provide 1.3 pounds per square yard per coat for a total application of 2.6 pounds per square yard for a minimum of 19,950 pounds based upon 7,670 square yards of track area (including D-areas).

3.8 OVERLAY APPLICATION

- A. Existing and new track surfaces must be dry, clean and free of dust, oils and greases.
- B. Mix two-component elastomeric polyurethane in suitable device.
- C. Flow apply a massive coat of polyurethane using a flat trowel or squeegee to completely flood the existing and new track surface.
- D. Broadcast to excess with 1 to 3 millimeter EPDM rubber until entire floor coat is thoroughly covered.
 - 1. Provide elastomeric polyurethane mastic and EPDM rubber in quantities as required to overlay 5,100 square yards of track area (excluding D-areas).
- E. Allow to fully cure and remove all excess rubber granules by means of a mechanical sweeper.

3.9 CHANNEL DRAIN GRATE REPLACEMENT

- A. Demolish all existing channel drain grates and related attachment hardware and dispose off-site in a lawful waste disposal or recycling facility.
- B. Clean and prepare existing channel drain to receive new grates.
- C. Provide new attachment hardware as recommended by manufacturer and as required for complete and properly performing installation.

3.9 LINE MARKINGS

- A. All line and event markings shall be applied by experienced personnel utilizing paint as specified in other Part 2 sections that is compatible with the synthetic track surface.
- B. All markings dimensions will be certified in accordance with the specifications issued by the applicable sanctioning or governing bodies including, but not necessary limited to, IAAF and NCAA.
- C. Certifications: Provide certification by registered surveyor attesting to compliance of areas and dimensions defined by striping meets requirements for sanctioned events.
- D. Schedule
 - 1. Track Line Striping - Events for marking include typical track events as follows:
 - a. 100m (multi-directional)
 - b. 200m
 - c. 400m
 - d. 800m
 - e. 1500m

- f. 1 mile
- g. 2000m steeplechase
- h. 3000m steeplechase.
- i. 100m hurdles (multi-directional)
- j. 110m hurdles (multi-directional)
- k. 300m hurdles (men and women)
- l. 400m hurdles (men and women)
- m. 4 by 100m relay (two-turn stagger)
- n. 4 by 100m relay (three-turn stagger)
- o. 4 by 400m relay
- p. 4 by 800m relay
- q. 4 by 1500m relay
- r. long & triple jump runways
- s. pole vault areas
- t. Other events defined by the University.

3.10 CLEAN UP

- A. Contractor to provide labor, supplies, and equipment as necessary for final cleaning of surface and installed items.
- B. All usable remnants of new materials shall become the property of the Owner.
- C. All empty product containers and/or packaging shall be removed from the project site and disposed of properly.

END OF SECTION