

KANSAS CITY, KANSAS COMMUNITY COLLEGE

NOTICE OF

REQUEST FOR QUALIFICATIONS

Issued Date: Monday, February 13, 2023

**Sealed proposals will be received by the close of business on Monday, March 13, 2023, for the following:**

**BASEBALL INFIELD TURF**

All questions regarding this RFP and the program it represents must be submitted in writing via email to the following Contact Person:

Linda Burgess, Purchasing Specialist  
Kansas City Kansas Community College, 7250 State  
Avenue, Kansas City Kansas 66112  
Finance Department, Jewell Building  
Email: [lburgess@kckcc.edu](mailto:lburgess@kckcc.edu)

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign, and return this form with their submittal.**

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
Email Address	

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## **RFP INFORMATION, INSTRUCTIONS, FORMS**

REQUEST FOR PROPOSALS NO. **23-001**

### **PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE**

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, northeast Kansas. The College is accredited by the Higher Learning Commission and has a long history, founded in 1923. Within Kansas City, Kansas, the College is conveniently located within Wyandotte County near State Avenue and College Parkway for the main campus and the Dr. Thomas H. Burke Technical Education Center near State Avenue and North 65<sup>th</sup> Street. The College also serves Leavenworth County at the Pioneer Career Center in Leavenworth, Kansas.

**A non-mandatory pre-bid meeting will be held on the site on Monday, February 27, 2023 at 9:00 a.m.**

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

### A. GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

1. Must submit five (5) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. One (1) electronic copy of the submittal response should be provided in the sealed envelope with the original paper copies.  
Deliver or mail to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Coordinator
2. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
3. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
4. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP [23-001]**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
5. Questions and information pertaining to any item of this request may be obtained by submitting a request via email. No communication will take place between respondents and staff that comprise the College during the RFP process, except in writing.
6. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
7. It is the responsibility of each respondent to become familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the respondent of conditions submitted in response to the submittal.
8. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

9. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
10. In all cases, no verbal communication will override written communication and only written communications are binding.
11. The College shall not be obligated to return the respondent's submittal once submitted, whether the submittal is withdrawn or not.
12. Successful respondent will be required to comply with Section 6 of the Scope of Services and the General Terms and Conditions.

## B. EVALUATION CRITERIA

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

1. **Approach Scope of Services.** The scope of the services offered and the extent to which they meet or exceed the requirements of the College.
2. **Personnel.** Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.
3. **Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project. Total resources of the respondent that can be applied to the Project, including project schedule.
4. **Experience.** The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.
5. **Familiarity.** The respondent's proximity to and familiarity with the College and/or higher education. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
6. **Fee Proposal**

Selection will be made based upon the lowest and best qualified respondent and is in the sole discretion of the College.

## SCOPE OF SERVICES

### **SECTION 1: INTRODUCTION**

KCKCC is accepting proposals from qualified contractors for athletic complex improvements including the construction, supply, and installation of a new synthetic turf for the existing baseball field infield. The outfield will remain grass and no improvements to the grass outfield are included in the scope for this project.

The Baseball Field is located on the east side of College Parkway on the KCKCC main campus located at 7250 State Avenue, Kansas City, Kansas. Repairs to the pitcher's mound and grass outfield are underway currently and should be usable with the turf replacement (and not require reconstruction). Current improvements include replacement/reconstruction of the pitcher's mound, plate area rework, and bullpen mounds in addition to several hole repairs outside of the artificial turf area. Pitcher's mound turf may need to be replaced to match color scheme selected for the project.

### **SECTION 2: SCOPE OF WORK**

#### **2.1 SUMMARY**

The selected contractor will provide a complete project from design through construction and owner acceptance of the total field improvement.

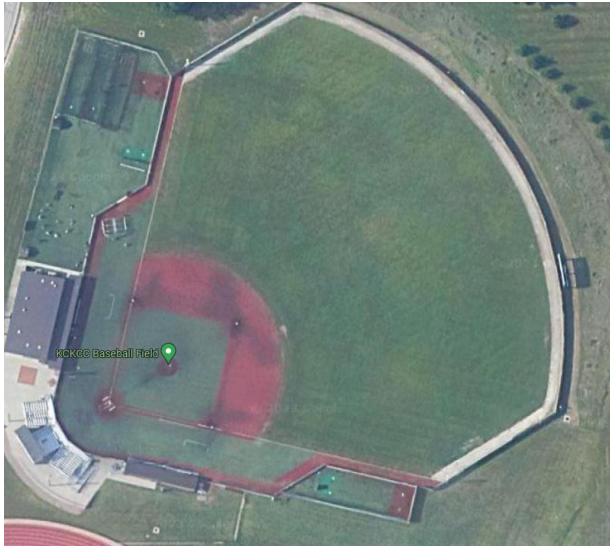
#### **2.2 SERVICES**

##### **Base Bid**

- A. Design services for the new turf area, including any subsurface improvements to ensure proper drainage and durability of the field.
- B. Permitting through the Unified Government, if applicable.
- C. Demolition of the existing baseball field turf, including removal and disposal of the old turf.
- D. Measure and mark out new field dimensions inclusive of infield, length of the field foul lines 5-10' and back arch of the infield 10-15'.
- E. Relocate irrigation heads along foul lines and back arch.
- F. Construction / installation of the new baseball artificial turf for the infield only including subsurface improvements required by turf manufacturer (approximately 53,000 square feet). Color to be selected by owner. Allowable synthetic turf manufacturers are as follows: Astroturf, FieldTurf, Helas Turf, Shaw Sports Turf, Sports Turf, Ram Turf, and Mondo Turf. No other manufacturers will be substituted.
- G. Synthetic turf shall be extended approximately 10ft beyond the back arch of the infield to provide a smooth transition between the turf infield and the grass.
- H. Install five (5) new pitching rubbers, three (3) new base anchors, one new (1) homeplate.
- I. Install new rootzone and sod to all field transition areas.

- J. Inlay Three (3) logos and one (1) baseball line package. Location to be determined and approved by owner.
- K. Striping of the required markings, replaceable batters boxes/pitching area and KCKCC logo.

**Optional Bid Addition #1 – Warning Track Improvements.** Excavate and haul off concrete curb, grass and rootzone, and layer of warning track. Build back warning track to level of grass and install synthetic turf with applicable subbase. Either a nailing board or concrete curb is acceptable to hold the turf warning track in place. Color to be selected by owner. (Note – light gray area is covered in this Option)



**Optional Bid Addition #2 – 3ft Turf Transition Strip Along Left/Right Foul Lines.** Install 3 ft strip of turf adjacent to left and right foul lines to the new turf infield to provide separation from grass. Either a nailing board or concrete curb is acceptable to hold the transition strip in place. Color to be selected by owner (Note blue lines are what is covered in this Option)



**Option Bid Addition #3** – Turf entire field, meeting all specifications for installation, subgrade, and turf quality. Color to be selected by the owner.

## 2.3 OTHER CONSIDERATIONS

- A. All components of project must meet NCAA standards for play as well as be in compliance with all local building codes.
- B. Contractor shall provide Performance and Payment bonds in the amount of the agreed upon price prior to notice to proceed with construction.
- C. In addition to turf warranty as described in section 4.2D, all other components should have at least a one (1) year warranty from date of substantial completion. Contractor should warranty aggregate base for entire term of turf warranty.

## SECTION 3: CONTRACTOR RESPONSIBILITIES

3.1 The Contractor will conduct activities that shall include but not limited to the following:

- A. Self-perform at least 50% of the work on the project.
- B. Select, contract, supervise and direct work of all subcontractors, suppliers, and design team for approval by KCKCC.
- C. Provide and manage construction schedule.
- D. Ensure construction is in accordance with local building codes, turf manufacturer requirements, and construction best practices.
- E. Schedule and conduct weekly progress meetings.
- F. Provide KCKCC post construction services including but not limited to operations and maintenance training and warranty inspections.

## 3.2 CONTRACTOR MINIMUM QUALIFICATIONS

- A. Contractor shall be an established, insured firm experienced in athletic field construction with a minimum of ten (10) years of experience, and specific experience installing the specified turf proposed for the project and previous work with the proposed installer and aggregate base contractor for at least three to five years.
- B. Contractor team shall be a member, in good standing, of the ASBA Certified Field Builder.



## SECTION 4: SYNTHETIC TURF SYSTEM

The synthetic turf manufacturer will conduct activities that shall include but not be limited to the following:

### 4.1 SUMMARY

- A. The work under this section shall consist of furnishing all labor, materials, and equipment necessary to install, in place, all synthetic turf and other materials. The installation of all new materials shall be performed in strict accordance with these specifications, the manufacturer's instructions and in accordance with all details and shop drawings. Metal cleats will be worn on baseball fields and as such, should be allowed by the manufacturer and warranty.

### 4.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Mandatory and minimum specifications of turf proposed by Contractor. Submit manufacturer's catalog cuts, material safety data sheets (MSDS), brochures, specifications, preparation and installation instructions and recommendations.
  - 2. Source Limitations: Obtain synthetic turf through one source from a single manufacturer from approved list and identified in submittal.
  - 3. All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as hereinafter specified, should be able to withstand full climatic exposure, be resistant to insect infestation, rot, fungus, and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristic of flow-through drainage allowing free movement of surface run-off through the turf and directly into prepared granular base and into the field drainage system.
  - 4. The synthetic turf and components shall be previously used at all levels of competition, including professional and collegiate levels of baseball for a period of not less than three years. The turf fabric shall be produced by the manufacturer and installed by factory-authorized distributors directly employing the installation crew.
  - 5. Submit instructions for installation.
- B. Shop Drawings: Show fabrication and installation details for synthetic turf including, but not limited to:
  - 1. Proposed locations of all seams in fabric surfacing. Show installation methods and construction.

2. Field lining and marking - Submit a complete scale and dimensional drawing of inlaid or tufted-in field lines and marking boundaries. Include graphics for end zones and center logo artwork for approval as well.
3. All submittals shall be provided within 14 days after Notice to Proceed.

C. Manufacturer Warranty Certificates:

1. Warranty: A minimum of a ten (10) year warranty on the synthetic turf is required to be provided by the turf manufacturer.
2. Installation Warranty: Provide a pre-paid third party insured warranty. The policy must be in force and effect at the time of Notice to Proceed for selected Contractor. The Contractor shall provide a warranty to KCKCC that covers defects in materials and installation workmanship of the turf for a period of at least eight (8) years from the date of substantial completion. The turf manufacturer must verify that their representative has inspected the installation and that the work conforms to the manufacturer's requirements and any written directives, and written acceptance from the manufacturer shall be submitted to KCKCC by the Contractor. The manufacturer's warranty shall include general wear and damage caused from UV degradation. Other items that must be covered by the warranty include:
  - a. Acceptable uses for the field
  - b. Fading
  - c. Color match within specifications
  - d. Excessive fiber wear
  - e. Wrinkling and panel movement
  - f. Shock absorbency (Gmax)
  - g. Seam integrity
  - h. Drainage (through the turf only)
  - i. Aggregate base of athletic fields for duration of turf warranty.
3. Exclusions shall include the following:
  - a. Vandalism
  - b. Acts of God beyond the control of KCKCC, the Contractor, or the Manufacturer
4. The warranty shall be fully insured by a third party for the entire term and be non-prorated. Warranties that include language which pro-rates benefits will be rejected. Prior to final payment for the synthetic turf, the Contractor shall submit to KCKCC the policy guaranteeing the warranty to KCKCC. Insurance must reflect the following values:
  - a. Policies that are backed by a Letter of Credit are not acceptable.
  - b. Policy must be issued by an A- rated or greater A.M. Best Rating
  - c. Policies that include self-insurance or self-retention clauses shall not be considered. Policy cannot include any form of deductible amount. Policy

must be in force at the time of the Contract execution and Notice to Proceed.

5. Contractor shall warranty aggregate base of athletic fields for duration of turf warranty.
- D. Maintenance and Operations Data: At the completion of the project, the Contractor must submit 2 complete sets, in manual form, of all the manufacturer's recommended procedures and materials for general maintenance, line/marking installation, small repair procedures, cleaning, etc.
- E. Project Record Documents: Record actual locations of seams, drains, and other pertinent information in accordance with the General Requirements.

#### 4.3 TURF INSTALLER QUALIFICATIONS

- A. Installation team shall be an established, insured installation firm experienced as a premium turf installer with suitable equipment and supervisory personnel, with a minimum of five (5) years' experience with 15-foot-wide tufted materials.
- B. Installation team shall be trained and certified, in writing, by the turf manufacturer, as approved for the installation of the specified material, including seaming and proper installation of the infill mixture.
- C. Turf Installers onsite supervisor shall have experience overseeing at least three artificial turf installations for baseball fields.

#### 4.4 AGGREGATE BASE CONTRACTOR QUALIFICATIONS

- A. The base contractor must have self-completed a minimum of the following: Minimum of three (3) years' experience with at least 10 field aggregate base installations, including at least 3 field aggregate base installations for a collegiate field.

#### 4.5 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit synthetic turf work to be performed according to Contractor or Manufacturer's written instructions and warranty requirements.
- B. Field Measurements: Indicate measurements on Shop Drawings.

#### 4.6 MAINTENANCE SERVICE

- A. Turf Installation Contractor shall train athletic department and maintenance staff in the use of the recommended maintenance equipment and provide maintenance guidelines to the facility maintenance staff.
- B. Supply field groomer and sweeper or single maintenance apparatus that performs basic maintenance functions including grooming, leaf pick up and magnetic bar.

## **SECTION 5: TURF CONSTRUCTION**

### **5.1 EXAMINATION**

- A. Examine substrates, materials, and conditions, with Installer present, for compliance with requirements for visual installation tolerances. Proceed with installation/construction only after satisfactory conditions have been corrected.
- B. Certification of prior work: The synthetic turf manufacturer and / or installation contractor shall perform a visual inspection of the field base onto which the synthetic turf system is to be installed and to examine the finished surface for required compaction, and grade tolerances (through string line testing). After any discrepancies between the required materials, application and tolerance requirements noted have been corrected, the synthetic turf installer should submit a written certification of VISUAL acceptance of the base for installation of the synthetic turf system. Any tests other than VISUAL tests (string line, water hose, etc.) shall be the responsibility of the Contractor.
- C. Installation of all materials shall be performed in full compliance with approved project shop drawings. Only factory trained technicians skilled in the installation of athletic caliber synthetic turf systems, working under the direct supervision of the manufacturer's supervisors, shall undertake the placement of the turf system. The designated Supervisory personnel on the project must be certified, in writing by the turf manufacturer as competent in the installation of these materials, including proper seaming and proper installation of the infill mixture. The manufacturer shall certify the installation and warranty compliance.

### **5.2 PREPARATION**

- A. Inspect delivered field surface fabric and components immediately prior to installation. Any damaged or defective items shall be rejected. Installed artificial system shall be inspected for, but not limited to, the following:
  - 1. Uniformity of product and color
  - 2. Surface bubbles
  - 3. Field markings
  - 4. Field Edge installation

5. Pile height of each roll shall be measured. Any material(s) that does not meet minimum height and thickness specifications shall be rejected. Pile height shall be measured in its finished positions.
- B. Environmental Conditions: Weather conditions are important for the successful installation of the systems. No work under this section will proceed when:
1. Ambient temperatures are below 45 degrees F.
  2. Material temperatures are below 45 degrees F.
  3. Surfaces are wet or damp.
  4. Rain is imminent or falling.
  5. Conditions exist or are imminent, which will be unsuitable to installation requirements of the systems specified herein. Humidity levels will be inside the limits recommended by the adhesive manufacturer to obtain optimum bonding characteristics of the surfaces.

### 5.3 INSTALLATION OF THE SYNTHETIC TURF

- A. The carpet rolls are to be installed directly over the properly prepared base stone or base stone and pad. Extreme care should be taken to avoid disturbing the base stone both regarding compaction and planarity. A 2–5-ton static roller shall be on site and available to repair and properly compact any disturbed areas of the base stone.
- B. The full width rolls shall be laid out across the field. When all the rolls of the playing surface have been installed, the sideline areas will be installed at right angles to the playing field turf. All work shall be such that the seams shall remain as required for the duration of the warranty period at a minimum. All seam widths are to be held to a minimum and shall be traverse to the field direction. Seams shall be flat, tight, and permanent with no separation or fraying.
- C. The perimeter of the field shall be firmly secured to the edge anchors for the life of the warranty and in accordance with project details.
- D. Resilient Infill
  1. The rubber and/or sand infill material shall be spot inspected and evaluated for conformance to sieve specifications. Any metal found in the rubber shall be cause for rejection of the rubber sack and immediate inspection of all materials.
  2. Infill must be placed in such a way as to minimize fiber entrapment.
  3. The infill must be uniformly applied to ensure uniform, predictable surface. The turf supervisor must take on-site measurements to confirm the uniformity of the infill.
- E. The synthetic turf manufacturer will make all preparations for protection of all areas that the installation crew will encounter.

- F. Restoration of Damaged Property: When or where in the execution of the work under this contract, any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct, the Contractor, at no additional cost to KCKCC, shall restore the damaged property to a condition equal to that existing before damage or injury was done and as accepted by KCKCC.

#### 5.4 FIELD LINING AND MARKINGS

- A. General: A complete field “Lining, Marking and Field Boundary” system will be provided with the installation of the surfacing system specified herein. All markings shall be installed in accordance with prior approved project Shop Drawings.
- B. Inlays shall conform to the manufacturers’ specifications, directions, and recommendations for the best results.
- C. Striping layouts shall be accurately surveyed by the Contractor before installation of inlaid field markings.
- D. Install inlays only when the surface is completely dry. Adhere all inlays securely into place. Never loose-lay and sew an inlay into place.
- E. Field marking design and logos and inlaid lines per current NCAA regulations.

#### 5.5 FIELD QUALITY CONTROL

Documentation shall be submitted demonstrating the turf manufacturer inspected the installation and signed off.

#### 5.6 FINAL ACCEPTANCE

- A. Prior to final acceptance, the Contractor shall submit to KCKCC two (2) copies of Maintenance Manuals, which will include all necessary instructions for the proper care and preventative maintenance of the synthetic turf system, including painting and striping; and complete all training of KCKCC maintenance personnel outlined in Section 4.6.
- B. The Contractor shall provide evidence that the turf can be plowed with conventional rubber bladed snow removal equipment without invalidating the warranty.

- C. The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use.
- D. Furnish attic stock of all colors of turf used in this field (One 15' wide x 25' long roll of turf shall be supplied for each color/material included in the field)

## 5.7 CLEANING

- A. Contractor shall provide the labor, supplies and equipment as necessary for final cleaning of surfaces and installed items. All usable remnants of new material shall become the property of KCKCC. The Contractor shall keep the area clean throughout the project and clear of debris. Surfaces, recesses, enclosures, etc. shall be cleaned, as necessary, to leave the work area in a clean, immaculate condition ready for immediate occupancy and use by KCKCC.

## SECTION 6: PROPOSAL REQUIREMENTS

- 6.1 Five (5) hard copies of the proposal must be submitted and one (1) electronic copy on a thumb drive. Proposals must be placed in a sealed envelope and clearly marked RFP 23-001, KCKCC Baseball Field Turf Project RFP. KCKCC cannot accept faxed proposals.
- 6.2 **Project Approach. NARRATIVE** The submission must include a proposed project schedule as to not interfere with the spring baseball season, initial construction schedule, overall project description that includes (all team members, key personnel, and subs), project approach and company management structure. Ideally the project would begin this fall and be completed by the end of the year. No more than ten (10) pages.
- 6.3 **Project Team. FORMS A – E** A complete listing of the project team and any proposed subcontractors. The designated Superintendent for the project should be clearly identified in the proposal, including a resume of experience. The designated Superintendent for the project should have experience as noted in Section 4.3 (C) Resumes of team members can be included as an appendix to the Forms.
- 6.4 **Experience. FORM F** The Contractor shall submit a certified list of ten (10) existing installations of the synthetic turf and infill system that is specified for this project within 250 miles of KCKCC, including Owner Representative and telephone number, attesting compliance with quality assurance information. These fields must be of comparable size to proposed field. Contractor and turf manufacturer must be the same as proposed.
- 6.5 **Turf Proposed.** Provide all specifications, product data, certification and required information for proposed turf including cross section of minimum base and drainage.

The Manufacturer / Installer shall provide the following samples of the artificial turf selected for this project at time of proposal:

- A. 12-inch x 12-inch minimum sample of the exact synthetic turf and infill system that is specified for this project.
- B. Infill mix in accordance with product specifications.

6.6 **Price. FORM G** Provide a proposed price for the project.

6.7 **Professional Certification.** Proof that the Contractor's team is a member, in good standing, of the ASBA Certified Field Builder.

## **Section 7. CONTRACT TERMS**

- 7.1 **Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.
- 7.2 **Costs.** The costs agreed will be a fixed price and is not subject to increases unless mutually agreeable to both parties. The respondent shall provide all equipment, products, materials, supplies and services necessary for the proper execution and implementation of the agreement.
- 7.3 **Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.
- 7.4 The submittal received from the successful respondent, along with the RFP, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFP, or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**

### **GENERAL TERMS AND CONDITIONS**

- 1. **Contract Documents.** This Request for Proposals and any completed forms required under the RFP, and College's Notice of Award letter shall form a binding agreement and shall be made a part of any Agreement (the Agreement) executed between College and the successful Contractor regarding the subject matter herein.
- 2. **Services.** The Contractor agrees to provide professional services to College outlined in the RFP.
- 3. **Term.** The Agreement shall include the term through the project schedule and acceptance of the final product.
- 4. **Insurance.** While performing its services, Contractor will maintain the following minimum insurance coverage:



<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$1,000,000 per occurrence,
Automobile Liability	\$2,000,000 aggregate
Umbrella	\$1,000,000 per occurrence,
Professional Liability	\$2,000,000 aggregate
Errors & Omissions	\$2,000,000
	\$1,000,000 per claim
	\$1,000,000

College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of College as an additional insured shall not in any way nullify coverage for claims or actions College may have against the Contractor. The Consultant will provide to College certificates evidencing the required coverage prior to commencing services.

5. **Equal Employment Opportunity Clause.** The respondent hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

6. **Executive Order 11246.** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders when requested.

7. **Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. **Subcontractors.** The contractor will include the nondiscrimination provisions of paragraph (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

9. **Secretary of Labor.** The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise

assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. **Debarred Contractors.** The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
11. **Procurement of Recovered Materials Clause.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. **Wages & Working Conditions.** Wages billed must be computed on a standard 40-hour work week in compliance with 40 USC 3702. Work in excess of 40 hours per week is permissible if the worker is paid no less than 1.5 their standard pay for hours over 40 in one week. Depending on the funding source, federal wage rates may be required from time to time. **Federal wage rates do not apply to this project.**
13. **Safe Working Environment.** No worker must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
14. **Job Site.** The Contractor is responsible for maintaining a safe work site, with temporary fencing and appropriate signage.
15. **No Smoking Campus.** The Contractor agrees to abide by the smoke-free policy of the College for all employees and subcontractors while on site of the Project.
16. **Sales Tax Exemption.** KCKCC is exempt from sales tax.

# FORM SUBMITTALS

Exhibit FORMS A-D (download from KCKCC website) [Doing Business With KCKCC](#)

Exhibit FORM E Professional Qualifications [Doing Business With KCKCC](#)

Exhibit FORM F Examples of Work [Doing Business With KCKCC](#)

Do not use Examples of Work by Team Exhibit G

## Form G – Pricing - - must be included

<b>Proposed Pricing Template</b>			
		Pricing	Optional Pricing
Mobilization			
Design/ Permitting			
Bonds			
Overall site Demo			
Baseball Field			
Field construction and base			
Artificial Turf			
Other options as proposed by contractor if applicable			
Testing			
Warranty			
Total:			
Option 1 Additional Bid – Warning Track			
Option 2 Additional Bid – 3ft Turf Strip Adjacent to Foul Lines			
Option 3 Additional Bid – Turf entire field			