Project Manual

Croswell-Lexington Community Schools
Croswell-Lexington High School – Backstop Renovations
Croswell, MI

Date: September 15, 2026

Issued for: Construction Documents

Owner:
Croswell-Lexington Community Schools
5407 Peck Road
Croswell, MI 48422

Landscape Architect:
Foresite Design, Inc.
26777 Central Park Blvd, Suite 125
Southfield, MI 48076
Ph: 248-547-7757
Email: mike@foresitedesign.com

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LD1.01	Baseball & Softball Backstop Details

END OF SECTION 00 1000

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ADVERTISEMENT FOR BIDS
Croswell-Lexington Community Schools – Backstop Renovations

Project Description: The Croswell-Lexington Community School's Board of Education is accepting Sealed Bids to provide renovations to the Croswell-Lexington High School ballfields. Proposed work to include: tension backstop netting systems, infield restoration, and lawn restoration.

Architect & Project Contact:
Foresite Design, Inc.
26777 Central Park Blvd, Suite 125
Southfield, MI 48076
(248) 547-7757 Mike Sims mike@foresitedesign.com
Questions addressed ONLY to Foresite Design during Bidding Period. Failure to follow instruction may lead to rejection of Bid.

Bid Documents: Bid Documents including Bid Forms may be obtained directly from Croswell Lexington community Schools. Please email Jason Zirnis at jzirnis@croslex.org or visit https://www.croslex.org/page/rfp for access.
Bid Documents will be available on or after September 15, 2026.

Bid Due Date: **1:00 p.m. (EST), Friday, October 2, 2026.**
Each Bid shall be submitted in duplicate on the forms provided and must be completed in full. The Bid shall be sealed and marked with the name of the Bidder and Project name. Bids are to be addressed and delivered to:

Croswell-Lexington Community Schools
Attn: Mr. Jason Zirnis
5407 Peck Road
Croswell, MI 48422

Public Bid Opening: Sealed Bids will be publicly opened and read aloud at the Croswell-Lexington Community School's Administration Building (5407 Peck Road, Croswell, MI 48422) on **Friday, October 2, 2026, at 1:01 p.m. (EST).**

The Board of Education will not open, consider, nor accept a Bid received after the date and time specified. All late Bids will be unopened and made available to the respective Bidder for pick-up, at their sole cost and expense for a period of two (2) weeks.

Bid Bond: A Bid Bond executed by a Treasury listed surety company acceptable to the Croswell-Lexington Community Schools or a cashier's check in the amount of at least 5% of the sum of the Bid shall be submitted with any Bid. All Bids shall be firm for a period of ninety (90) days.

Labor and Material & Performance Bond Successful Bidders whose Bids are $50,000 or more will be required to furnish satisfactory Performance and Payments Bonds by a Treasury listed surety in the amount of 100% of their Bid. The cost of Bond(s) shall be included in each Bid.

Nonexempt: All materials and supplies incorporated and used in construction of the Work and becoming a permanent part of this Project will not be exempt from State Sales Tax and/or Use Tax. All required Sales Tax/Use Tax shall be included in the Bid price. **This is a non-prevailing wage project.**

Disclosure Statements: Bids shall be **accompanied by a sworn and notarized statement** disclosing any familial relationship that exists between the Owner and any employee of Bidder and any member of the Board of Education or the superintendent. Additionally, Bids shall be accompanied by sworn and notarized statements for the **Iran Economic Sanctions Act Affidavit of Compliance, Non-Collusive Affidavit** and **Criminal Background-Sex Offender Affidavit**. Bids not accompanied with these sworn and notarized statements will not be accepted by the Board.

Contract Award: The Croswell-Lexington Community School's Board of Education reserves the right to accept or reject any and all Bids, either in whole or in part, to waive any informalities or irregularities therein, or to award the contract to other than the contractor(s) submitting the best financial Bid (low bidder), in its sole and absolute discretion.

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SECTION 00 1115 – SCOPE OF WORK

GENERAL NOTES (Applicable to All Bid Categories)

1. Contractor shall visit the site and familiarize themselves with the project layout, existing conditions, site access, etc. and all other obstacles with the work areas. Contractor is responsible for all means of setting up and relocating their equipment and materials to perform this work as well as in conjunction with other trade contractors. There will be no additional compensation made for reason of omission or interpretation as it relates to the aforementioned required site visit.

2. Bidder/Contractor shall include all costs for State and Local laws, taxes, codes, ordinances, building rules and regulations, as are or may become applicable to the Work.

3. Bidders shall exclude costs of quality control construction testing from bid unless required on the proposal form. Independent testing will be hired directly by the Owner/Owner's Representative and contractor shall cooperate with the testing agency.

4. Each contractor shall be solely responsible and make every effort to locate existing underground utilities. This shall include consulting with all local utility companies, using a signal locator prior to excavation for private utility lines, or consulting with a private utility locating company.

5. The Scope of Work for each Bid Category includes cleaning and maintaining streets free of dirt, debris, mud, gravel caused by the construction operations as it pertains to their scope of work. Contractors shall be aware that local authorities intend to enforce local ordinances in this regard. Penalties resulting from contractor negligence in adhering to the State and Local ordinances, laws, codes shall be the responsibility of the Contractor. All excess materials shall be legally disposed of off-site unless indicated otherwise.

6. Each Contractor shall provide daily cleanup of your Identifiable Debris and Dust Control required to complete your work. Provide all portable dumpsters, dust control, and equipment necessary to remove all debris generated from work. Debris not properly disposed of and deemed identifiable by onsite trades, will be removed by Owner and back charged at 1.0 times the cost.

7. The Scope of Work for each Bid Category includes strict adherence to the safety requirements as defined in the General Conditions and Supplementary General Conditions and current MIOSHA Guidelines.

8. All contractors are to provide their own means of hoisting and/or transporting materials and equipment to the project areas.

9. Each Contractor shall review existing building and site conditions prior to commencement of work and advise the Owner's Representative of any claim of changes in the work within seventy-two (72) hours therefore, or waive its right for claim of changes in the existing site conditions. Each Contractor shall be responsible for restoring site to its original conditions upon completion of their respective work.

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10. Milestone Schedule. All trades will be required to confirm a detailed schedule prior to award of this contract. Each contractor/subcontractors shall coordinate and cooperate with other contractors for expedient completion of the work of this project.

11. **Provide all required closeout documents, as-built drawings, etc. within fifteen (15) days upon issuance of Notice of Substantial Completion and as a condition of Final Payment.**

PROPOSAL A: BACKSTOP RENOVATIONS

Division 00 General Requirements

Division 00 Procurement and Contracting Requirements		
Division 01 General Requirements		
Specification Section	02 4113	Demolition
Specification Section	03 3000	Cast In Place Concrete
Specification Section	11 6833	Athletic Field Equipment
Specification Section	31 2000	Earthwork - Athletics
Specification Section	32 9119	Topsoil
Specification Section	32 9227	General Lawn Restoration

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide all engineering and layout as required to complete this work. Contractor shall be responsible for their own layout as it pertains to scope of work, including verification of existing radius point monuments.
3. Strict enforcement of this contractor's requirement to provide timely clean-up, removal and disposal of all rubbish and debris generated by this trade during the work. Maintain clean conditions at all areas on site and free from dirt, mud, and gravel.
4. Protect existing asphalt/concrete from damage by equipment.
5. Remove and legally dispose of all excess materials and debris generated by scope of work.
6. Provide all labor and equipment necessary for the complete site demolition as shown on the drawings. Work includes but not limited to removal of: chainlink fence fabric, rails and hardware.
7. Provide delegated design to furnish and install new protective netting system, including concrete footings. Work shall include excavation and disposal of spoils related to new footings.
8. Provide new black vinyl chainlink fence fabric, rails, and hardware to modify existing softball backstop.
9. Provide all required lawn restoration and restoration of disturbed infield material in-kind.
10. Provide all required closeout documents upon completion of project.

END OF SECTION 00 1115

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SECTION 00 2113 – INSTRUCTIONS TO BIDDERS

STANDARD FORM

The Standard Form of Instructions to Bidders, AIA Document A701, 1997 edition, issued by the American Institute of Architects, is part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

1. Definitions
2. Bidder's Representation
3. Bidding Documents
4. Bidding Procedures
5. Consideration of Bids
6. Post-Bid Information
7. Performance Bond and Payment Bond
8. Form of Agreement Between Owner and Contractor
9. Description of Work
10. Warranty & Indemnity

The following includes modifications or additions to the above standard form which are applicable to this project.

ARTICLE 1

DEFINITIONS

1.2 All definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, are applicable to these Instructions to Bidders.

1.3 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed. All changes in cost resulting from addenda shall be included in proposals.

ARTICLE 2

BIDDER'S REPRESENTATION

2.1.3 Each bidder, by making his bid, represents that he has visited the site and familiarized himself with the local conditions under which the work is to be performed. No claims for extra compensation shall be allowed due to failure of any Bidder to examine the conditions that exist at the building site nor for conditions or difficulties encountered in the execution of the work which may have been avoided by such examination.

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In submitting his proposal, the Bidder also:

- represents that he has reviewed the work outlined in the Description of Work and fully understands the scope of the work required by interfacing Bid Categories as well as that required by Bid Categories covered in his proposal;
- acknowledges that the scope of the work is not necessarily restricted to a single trade, specification division, or section and that his proposal includes the work of all trades within the Bid Category or Categories covered in his proposal;

- agrees that his proposal, if accepted by the Owner, will be the basis for a contract directly with the Owner and to enter into such contract in accordance with the intent of the Contract Documents.

2.1.5 The Bidder shall familiarize himself, prior to bidding, with the work requirements of all other contractors which precede, interface, follow, or are concurrent with the work of this Category.

ARTICLE 3

BIDDING DOCUMENTS

3.3 SUBSTITUTIONS

3.3.1 Each Bidder represents that his bid is based upon the materials and equipment described in the Bidding Documents.

3.3.2 The successful Contractor must include without approved substitution, all materials and equipment which are specifically identified by manufacturer's name, model or catalog number in the respective Specification Section. Where more than one (1) product or material manufacturer is specified, the Bidder may use the one of his choice in his base bid. It is required that Bidder indicated his choice of material by identifying same in check list attached to his proposal together with the cost attributed to such material. This cost shall be a part of Base Bid, not in addition thereto.

Other substitutions will be considered only when:

A. Request of substitution by the Bidder is made seven (7) days prior to the bid opening and approval for such request is given in the form of an Addendum.

B. Offered as a voluntary alternate presented on the Bidder's letterhead together with the amount to be deducted from his base proposal. The Owner may accept or reject such voluntary alternate based upon his best judgment.

3.3.2.1 Each such request shall include a complete description of their proposed substitute, the name of the material or equipment for which it is to be substituted, drawings, cuts, performance and test data and any other data or

information necessary for a complete evaluation.

3.3.2.2 The Owner shall receive the benefit of all cost differences resulting from any substitution.

3.3.2.3 Any revisions necessary after substitutions of equipment or materials have been approved shall be the full responsibility of the Contractor without extra cost to the Owner.

3.3.4 Refer to Article 3.19 of Supplementary Conditions regarding substitutions after Award of Contract.

ARTICLE 4

BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 All bids must be prepared on the forms provided by the Architect and submitted in accordance with the Instructions to Bidders.

4.2 BID SECURITY

4.2.2 ANY BID NOT ACCOMPANIED BY A BID BOND, CERTIFIED OR CASHIER'S CHECK MAY BE REJECTED.

4.2.2.1 Either a CERTIFIED OR CASHIER'S CHECK on an open, solvent bank or a BID BOND issued by an approved bonding company payable to Croswell-Lexington Community Schools in an amount equal to five percent (5%) of the bid shall be submitted with each proposal as liquidated damages if successful Bidder fails to sign contract and file necessary general insurance within fifteen (15) days after Notice of Award from Architect or Owner.

4.2.2.2 The bonding company on issuing a bid bond thereby obligates themselves to furnish a Performance, Labor and Material Bond within (10) ten days, in the full amount of the contract should subject Bidder be Low Bidder.

4.2.2.3 The bid deposit of all except the three (3) lowest responsible bidders will be returned within three (3) days after the opening of bids. The bid deposit of the three (3) lowest responsible bidder will be returned within 48 hours after the contract and their required bonds have been finally approved by the Owner.

4.2.3 (d) Contractor fails to provide required bonding and submit post-bid information required to determine contract award.

4.3 SUBMISSION OF BIDS

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4.3.2.1 Proposals shall be addressed as follows:

Croswell-Lexington Community Schools
5407 Peck Road
Croswell, MI 48422

Attn: Mr. Jason Zirnis – Backstop Renovation Proposal

4.3.3 A bid is invalid if it has not been deposited at the designated location prior to the time and date for receipt of any bids indicated in the Advertisement for Bids, or prior to any extension thereof issued to the bidders.

4.3.5 The contractor shall include in the bid and contract price all Sales Taxes and Use Taxes currently imposed by Legislative enactment and as administered by the Department of Revenue on the Bid Date. If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback in whole or in part of any Sales or Use Tax, Interest or Penalty thereon, which was required to be and was deemed to have been included in the bid and contract price, the contract price shall be reduced by the amount thereof and the amount of such a reduction whether as a refund or otherwise, shall insure solely to the benefit of the Owner.

4.3.6 If required, a Bidder shall submit to the Architect a properly executed Contractor's qualification statement prior to receipt of proposals. Requested material may include the following:

Bidder's performance record, list of construction equipment, financial statement covering a period of two (2) years and any additional information required to satisfy the Owner that the Contractor is qualified to fulfill the Contract.

4.3.7 Within one (1) hour after the completion of the opening of the bids, the General Contractors who submitted the three lowest bids must submit a list of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding 5 percent of the prime Contractor’s total bid or $40,000 whichever is greater. If the General Contractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids in the Advertisement for Bids.

4.4.2.1 Prior to receipt of the bids, Addenda will be mailed or delivered to each person or firm recorded by the Architect as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered

only to the selected bidder.

ARTICLE 5

CONSIDERATION OF BIDS

5.2 REJECTION OF BIDS

5.2.1 The Bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the Bidder recognizes the right of the Owner to reject a bid if the Bidder failed to furnish any required BID SECURITY, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 Emphasis is placed upon the fact that the Owner's decision regarding award of contracts will be influenced by such factors as quality, completion time, construction features, his best judgment of value, etc., and not entirely upon cost, and further, shall reserve the right to accept or reject any or all bids and to waive irregularities in proposals.

5.3.3 Contracts will be awarded based upon proposals received for one Bid Category only or for all work combined under a single proposal.

5.3.4 Time is the essence of the Contract. It is understood that the work is to be carried through to completion with the utmost speed, consistent with good workmanship. The work of all trades shall be complete on days indicated except for minor replacement, correction or adjustment items which will not interfere with the complete operation and utilization of all parts of the contract work. The time of completion will be an important factor in determining award of the contract. Failure to comply with the construction document will result in rejection of the bid and/or cancellation of award.

5.3.5 Amounts entered in Proposal for Breakdowns or Unit Costs are subject to award, unless specifically noted otherwise.

ARTICLE 6

POST-BID INFORMATION

6.3 SUBMITTALS

6.3.1 Upon request by the Architect, the selected Bidder, within seven (7) days thereafter, shall submit the following:

6.3.1.1 A designation of the work to be performed by the Bidder with his own forces. Not to exceed a 10% markup for self performed/subcontracted work, material, and labor

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6.3.1.2 A list of names of the Sub-Contractors or other persons or organizations (including those who are to furnish the materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated, the names of the Sub-Contractors proposed for the principal portion of the work.

6.3.1.3 A statement of costs for each major item or work included in the bid or in detail as requested by the Architect.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Sub-Contractors to furnish and perform the work described in the divisions of the Specifications pertaining to such proposed Sub-Contractor's respective trades.

6.3.3 Prior to the Award of Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organizations on such list and refuses in writing to accept such person or organization. The Bidder may, at this option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary contained in Paragraph 4.3.3. If the Bidder submits an acceptable substitute with an increase in his bid price to cover the difference in cost occasioned by such substitution the Owner may, at his discretion, accept the increased bid price or he may disqualify the Bidder.

6.3.4 Sub-Contractors, manufacturers, material suppliers and other persons and organizations proposed by the Bidder and accepted by the Owner and Architect must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of the Owner or Architect. Failure to provide the information, as stated, will result in rejection of bid and/or cancellation of award (post-award).

ARTICLE 7

PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1 The Owner shall require the Bidder to furnish bonds covering the faithful performance of the Contract and the payment of all obligations arising there under in such form and amount as the Owner may prescribe and with such sureties secured through the Bidder's usual sources as may be agreeable to the parties. Premiums shall be paid by the Bidder. The bonding companies are to be limited to those listed on U.S. Department of Treasury Circular 570. All surety bonds will be checked for validity before an Award will be made. If for any reason the bonds are not valid, the selected Contractor's Proposal will be null and void.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than (10) ten days from the date of intent to enter the contract, or if the work is commenced prior thereto in

response to a letter of intent or Notice of Award, the Bidder shall, prior to commencement of the work, submit evidence satisfactory to the Owner that such bonds will be issued.

7.2.2.1 All successful Bidders, except those noted above, shall be required to furnish Performance and Labor and Material Bonds in the following amounts:

1. Performance Bond in the full amount of the contract insuring the faithful performance of all provisions of the contract and the satisfactory completion of the work embraced there under within the time agreed upon, and the covering of guarantees herein provided for. This bond shall also insure the Owner against defective material or workmanship in any work under the contract for a period of one (1) year after completion and acceptance of the project.

2. Payment Bond in the full amount of the contract for the protection of sub-contractors, labor and material men

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his Power of Attorney indication the monetary limit of such power.

ARTICLE 10

WARRANTY AND INDEMNITY

10.1 WARRANTY

10.1 All work shall be guaranteed in writing against defects in workmanship and materials for two (2) years from issuance by the Board of Education's architect of the Certificate of Substantial Completion, or approval, acceptance and final payment by the Board of Education, whichever occurs first.

10.2 INDEMNITY

10.2 Contractor shall indemnify, defend and hold the Croswell-Lexington Community Schools harmless from any damages to property or personal injuries resulting from or reasonable attributable to any defects in supplies or services provided by contractor hereunder.

END OF SECTION 00 2113

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SECTION 00 2300 – SCHEDULE AND PHASING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Attention is directed to Division 00 Procurement and Contracting Requirements, and to Division 01 General Requirements which are hereby made a part of this section.

1.2 MILESTONE SCHEDULE

A. The following are the milestone schedule dates for the listed work and will become part of the Contract Documents. Successful Contractor shall be required to provide a Master Construction Schedule after award.

MILESTONE ACTIVITY	SCHEDULED START	SCHEDULED COMPLETION
Backstop Renovation	October 19, 2026	December 4, 2026

B. Close coordination will be required between all construction trades to ensure construction operations can be completed within the scheduled time.

C. It is expressly agreed that time is of the essence for the completion of Work and Contractor agrees to perform the Work within the designated time specified. Contractor is responsible for any damage and expenses arising or resulting from the failure of Contractor to perform the Work in accordance with the specifications and milestone schedule.

1.3 CONSTRUCTION SCHEDULE PROCESS

A. Contractor shall commence work in the field within five (5) days upon receiving a “Notice to Proceed” from Foresite Design, Inc. Contractor shall be responsible for performing and completing the Work to the approval of the Owner and Foresite Design, inc.

B. Contractor shall submit to Foresite Design, Inc. within fifteen (15) days upon Award of Contract, information including but not limited to scheduling, anticipated work activities and working days, shop drawings and shall also note issues relating to availability of materials.

C. If Contractor delays progress for any reason other than delays specifically excused under the Contract Documents, Contractor shall take any and all necessary actions to expedite its Work and maintain the project schedule at no additional expense to the Owner or Foresite Design, Inc.

D. Contractor agrees that it shall have no claim against the Owner or Foresite Design, Inc. for an increase in awarded contract price nor for a payment or allowance of any kind for damage, loss, or expense arising from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims from damages, loss, or expense arising from interruptions to necessary suspension of Contractor’s Work to enable others to perform their work.

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E. The Contractor shall be back-charged an observation fee of $1,000.00 per day for each day that the Contractor fails to meet the projected deadlines, weather permitting, and through no fault of the Owner, or Foresite Design, Inc.

    1. Observation Fees, as agreed upon by Owner, Contractor and Architect, will be deducted from Contractor's direct Contract with the Owner and fees paid by the Owner to Foresite Design, Inc.

END OF SECTION 00 2300

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SECTION 00 4200 - PROPOSAL FORM

PROPOSAL FOR: Croswell-Lexington High School
Backstop Renovations
5461 Peck Road
Croswell, MI 48422

PROPOSAL TO: Croswell-Lexington Community Schools
5407 Peck Road
Croswell, MI 48422

Attn: Mr. Jason Zirnis – Backstop Renovation Proposal

ARCHITECT: FORESITE DESIGN, INC.
26777 Central Park Blvd, Suite 125
Southfield, MI 48076
248-547-7757
Email: mike@foresitedesign.com

SUBMITTING CONTRACTOR: _____

ADDRESS: _____

PHONE:_____EMAIL: _____

1. BASE PROPOSAL (BID PROPOSAL A)
I have carefully examined the bidding documents which include the Instructions to Bidders, all General Conditions and Supplemental Conditions, all drawings title "Croswell-Lexington Community Schools" and all various addenda as prepared by FORESITE DESIGN, INC. which cover the general and architectural trades, as well as the premises and conditions affecting this work.

The undersigned proposes to furnish all labor, materials and equipment, transportation services and taxes for the general construction as indicated under each proposal in accordance with said documents.

A. BID PROPOSAL __A__, COMPLETE

PROPOSAL ____A____: BASE BID $_____

_____ Dollars
(written sum)

BOND COSTS: Our cost for Performance and Labor & Material Payment Bonds, to be added to our Base Bid is:

$_____ _____(written)

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2. VOLUNTARY ALTERNATES
The following alternates are offered at this time for the consideration of the Owner. If accepted, the Base Proposal will be changed by the amount listed. Use additional sheets on proposed Bidder's Company Letterhead as required:

A. _____
_____

Add to or Delete from Base Proposal Amount: $ _____

B. _____
_____

Add to or Delete from Base Proposal Amount: $ _____

3. PRICE GUARANTEE
The Undersigned agrees that its proposal shall not be withdrawn and the price stated in the Proposal is guaranteed for sixty (60) consecutive days from the bid date.

4. TAXES
The undersigned acknowledges that the prices stated above include all applicable taxes of whatever character or description.

5. ADDENDA
If any Addenda covering changes to the Bidding Documents have been received during the bidding period, the bidder shall fill in their numbers and dates which acknowledge having received the same, and having included in this proposal the work involved.

No. __ Dated _____

No. __ Dated _____

No. __ Dated _____

6. NEGOTIATION
The Undersigned agrees that, should the overall cost exceed the funds available, it will be willing to negotiate with the Owner for the purpose of making further reductions in the Contract Work, and shall agree to give full credit for all such reductions in the work requested by the Owner, including full value of labor, materials, and subcontract work and reasonable proportionate reductions in overhead and profit, thereby arriving at an agreed upon Contract price.

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7. PROJECT COMPLETION
   Contractor shall complete the entire work and obtain a Certificate of Substantial Completion by the substantial completion date indicated on the Proposal Form. Contractor and Owner agree that if the Certificate of Substantial Completion is obtained later than the date noted, the project completion date shall be adjusted by an amount of time properly documented in Change Orders. If the Owner and Contractor do not agree with the adjustment in Contract time due to Change directives, such adjustment shall be determined by the Architect.

8. RIGHTS RESERVED BY OWNER
   The Owner reserves the unconditional right to waive any irregularities, reject any or all proposals or to accept proposals which in the judgment of the Owner will serve the best interests of the Owner. The Owner reserves the right to award to a Contractor based on factors other than low bid.

9. PROPOSAL GUARANTEE (BID BOND)
   Is required: Refer to AIA Document A701-2018 “Instruction to Bidders”
   Amount: 5% of contract sum

10. CONTRACT SECURITY (Performance and Labor & Material Payment Bond)
    Is required: Refer to AIA Document A701-2018 “Instruction to Bidders”
    Amount: 100% of contract sum, provide breakout price as noted on Page 1 of Proposal Form

11. CONTRACT EXECUTION
    The Undersigned agrees to execute a Contract for work covered by this Proposal as provided for in the Bidding Documents. The Undersigned declares the legal status indicated below:
    ( ) Individual
    ( ) Partnership, having the following partners:
        1. _____
        2. _____
        3. _____
    ( ) Corporation, Incorporated under the laws of the State of _____

    The Undersigned affirms that:
    A. This proposal is based upon the materials and construction, equipment, etc., named or described in the specifications.
    B. The address, given below, is the legal address to which all notices, directions, or other communications may be served or mailed.
    C. Its proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that the process quoted herein include all terms, insurance, royalties, transportation charges, allowances, taxes, use of all tools and equipment, overhead, profit, etc., necessary to fully complete the work in accordance with the Contract Documents.

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12. The Contractor shall hold harmless from and indemnify the Owner and Architect against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, by reason of any person or persons or property being damaged or by the Contractor, or any other employed under said Contractor, in any capacity during the progress of the work whether by negligence or otherwise.

    The Undersigned agrees to live up to the above specifications and gives the Owner the right to deduct the cost of any damage caused by faulty work and any item conflicting with good workmanship from the final payment.

    If notified of acceptance of this proposal, the undersigned agrees to execute a contract for the above work, for the above stated compensation, in form of the standard form of the AIA.

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FIRM NAME : _____

ADDRESS: _____

_____

SIGNED: _____

NAME: _____

TITLE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

Return TWO (2) signed copies.

The Owner reserves the unconditional right to waive any informality or irregularity, reject any or all proposals, or to accept proposals which in the judgment of the Owner will serve its best interests, and to make in its judgment a determination as to the adequacy of the Contractor's qualifications, experience, and capability.

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CONTRACTOR QUALIFICATIONS

1. Years in Business: _____years
   (This company and this business)
2. Minimum Experience – at least three (3) comparable (similar) projects of similar size and cost, with customer reference.

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

Project Name: _____

Location: _____

Cost: _____

Year: _____

Contact Name: _____ Title: _____

Phone: _____ Email: _____

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FAMILIAL RELATIONSHIP DISCLOSURE FORM MCL 380.1267 (d)

This form MUST BE NOTORIZED as a condition of being awarded business by the Croswell-Lexington Community Schools.

1. I, the Undersigned, being first duly sworn, depose and say; and my signature verifies, that there are no Owner(s), Principals, Officers, Agents, Employees, or Representatives of this firm that have any familial relationships with any members of the Croswell-Lexington Community Schools, or its Superintendent, unless specifically noted below:

☐ The following are the familial relationship(s) disclosed:

	Owner/Employee Name	Related to:	Relationship
1.			
2.			
3.			

(Attach additional pages if necessary to disclose familial relationships.)

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members
3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for the construction project.

☐ There is no familial relationship that exists between the owner(s) and employees(s) of the aforementioned contractor and the school district's superintendent and/or board members.

BIDDER'S FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____ Seal:

Day of _____, 20____, a Notary Public

In and for _____ County, _____

_____
Signature

NOTARY PUBLIC

My Commission expires _____

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AFFIDAVIT OF COMPLIANCE – IRAN ECOMONIC SANCTIONS ACT

MICHIGAN PUBLIC ACT NO. 517 OF 2012

The undersigned, the Owner, or authorized officer of the below-names company (the "Company"), pursuant to the compliance certification requirement provided in Croswell-Lexington Community Schools' Request for Proposal Bid ("RFP"), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Sanctions Act, Michigan Public Act No. 517 of 2012, and that in the event the Company is awarded a contract by the Croswell-Lexington Community Schools as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under this contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than $250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Croswell-Lexington Community Schools' investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date that it is determined that a person has submitted a false certification.

PRINT:

Company Name _____

Street Address _____

City / State / Zip _____

Phone _____

Company Officer _____

Title_____

Officer's Signature _____ Date_____

STATE OF _____) ss

COUNTY OF _____

Subscribed and sworn before me, this _____ day of _____, 20___, by _____

a Notary Public in and for _____ County, _____

_____ Seal:

Signature

NOTARY PUBLIC

My Commission expires _____

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CERTIFICATION OF COMPLIANCE – CRIMINAL BACKGROUND CHECKS

AFFIDAVIT OF BIDDER

The undersigned, the Owner, or authorized officer of the below-named company (the "Contractor"), pursuant to the compliance certification requirement provided in the Croswell-Lexington Community Schools' Request for Proposal Bid ("RFP"), hereby certifies, represents, and warrants that the Contractor (which includes its officers, directors and employees) has performed and/or will perform sufficient criminal background checks, including, at a minimum, an Internet Criminal History Tool ("ICHAT") check, for all of the owners, employees, agents, representatives, contractors, and/or other personnel who will be on any School District premises to carry out the services contemplated by the Contract documents. The Contractor further certifies that no owners, employees, agents, representatives, contractors, and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sex offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offences" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.772.

The Contractor further acknowledges that if it is found to have submitted a false certification or otherwise fails to comply with the requirements of this certification, the School District may immediately terminate the Contract.

PRINT:

Company Name _____

Officer's Signature _____

Title _____

On this _____day of _____, 20__, the above appeared to be personally known who, being sworn by me, did say that he/she is the agent for the bidder and that the above was signed and sworn on behalf of the company and represents a true and accurate statement.

_____
Notary Public

_____County, Michigan Commission expires: _____

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NON-COLLUSIVE AFFIDAVIT

STATE OF _____) ss

COUNTY OF _____)

_____, being first duly sworn, deposes and says:

That he is (a partner or officer, etc.) of the firm of, _____ the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any bidder, or to secure any advantage against Croswell-Lexington Community Schools or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of:

Bidder, if bidder is an individual:

Partner, if the bidder is a partnership;

Officer, if the bidder is a Corporation.

Subscribed and sworn to before me this __ day of _____ 20____

My commission expires:

END OF SECTION 00 4200

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SECTION 00 4336 – LIST OF SUBCONTRACTORS

TO BE COMPLETED BY BIDDER:

Project: Croswell-Lexington High School

	Proposal A – Backstop Renovations

COMPLETE LIST OF SUBCONTRACTORS BIDDER WILL BE USING:

Company Name	Company Name
Contact Name	Contact Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
Company Name	Company Name
Contact Name	Contact Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #
Company Name	Company Name
Contact Name	Contact Name
Address	Address
City, State Zip	City, State Zip
Phone #	Phone #

(USE ADDITIONAL SHEETS AS REQUIRED)

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SECTION 00 6513 – MATERIAL COMPLIANCE CERTIFICATE

Project Name		Project Number	
Architect			
Contractor		Proposal / Bid Division	

This document serves as a guarantee by the contractor that all labor, materials, products, devices, and workmanship used or intended for use comply with the Drawings, Details, and Specifications. By signing this document, the Contractor is committing to use products required by the Contract Documents.

Items listed below are approved products and no substitutions have been made without written permission by Foresite Design, Inc. (please attach). Furthermore, no additional formal shop drawings will be required unless specifically requested by the Architect, with the exception of shop drawings required to comply with a Delegated Design as noted in the Specifications.

Spec Section	Item	Manufacturer	Model #
Remarks:			

Signature: _____

Print Name: _____

Title: _____

Date: _____

Reviewed by: _____ Approved by: _____

Date: _____ Date: _____

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SECTION 00 7300 – SUPPLEMENTARY CONDITIONS

STANDARD FORM

The Standard Form of General Conditions of the Contract for Construction, AIA Document A201 - 2007, issued by the American Institute of Architects, is a part of this specification. Copies are on file and may be obtained at the office of the Architect.

TABLE OF ARTICLES

1.	General Provisions	8.	Time
2.	Owner	9.	Payments and Completion
3.	Contractor	10.	Protection of Persons and Property
4.	Administration of the Contract	11.	Insurance and Bonds
5.	Sub-Contractors	12.	Uncovering and Correction of Work
6.	Separate Contracts	13.	Miscellaneous Provisions
7.	Changes in the Work	14.	Termination of Contract

The following supplements modify, change, delete from or add to the above named documents. Where any article of the General conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 1

GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.2 The Contract

1.1.2.1 The work shall be performed under separate or combined contracts. It is the duty of each Contractor to coordinate his work with that of each other Contractor. A complete set of drawings and specifications will be made a part of the Contract Documents for each Contractor.

1.1.4 The Project

1.1.4.1. The work covered in this project manual consists of construction and other related items, as set forth in the Instruction to Bidders, all pursuant to completion of Croswell-Lexington Community Schools – Backstop Renovations.

1.1.6.1 The term "product" as used in these Supplementary Conditions includes

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material, systems and equipment.

1.1.7.1 The term "Project Manual" as used in these Supplementary Conditions is the volume which includes the Bidding Requirements, Conditions of Contract and the Specifications.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.3.1 No responsibility either direct or implied is assumed by the Architect for omission or duplications by the Contractor or his Sub-contractor due to real or alleged error in arrangements of matter in these Contract Documents. It is the intent that the Drawings and Specifications include everything necessary for the completion of the project and to be consistent with each other. It is hereby agreed and understood that work shown on the Drawings and not mentioned in the Specifications, or vise versa, is to be included the same as if it were mentioned in both the Drawings and the Specifications, with no extra charge to the Owner. If any part of the Drawings and/or Specifications are inconsistent, incorrect, or obscured in their meaning, these discrepancies shall be brought to the attention of the Architect in writing before execution of the Contract. Where there is conflict regarding the quality of any equipment or material, the one having the better quality shall be used unless directed by the Architect.

In submitting his proposal, the Contractor agrees to furnish all labor and supervision necessary to produce the construction required by the Contract Documents and all materials and equipment incorporated or to be incorporated in such construction.

1.2.4 The organization of the Specifications is done with the intent of defining the work for multiple Contract performance. The extent of responsibility for Contractor performance is overlapping from one technical section to another. It is the responsibility of each Contractor to cooperate and coordinate his work with other Contractors as necessary to meet all interface conditions standard to the industry and obvious to the intended extent of the work on this particular project.

1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.5.1.1 Drawings and Specifications provided to those not party to the contract are to be returned immediately upon request of the Architect.

ARTICLE 2

OWNER

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2.1 GENERAL

2.1.1.1 The Owner of this Project is:

Croswell-Lexington Community Schools
5407 Peck Road
Croswell, MI 48422

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.3.1 The Owner shall obtain and pay for those items described (if any) set forth in the General Requirements.

2.2.4.1 The Owner shall issue all instruction to the Contractor through the Architect.

2.4 OWNER'S RIGHTS TO CARRY OUT THE WORK

2.4.1 The written notice will arrive in the form of, two (2) "forty-eight (48) hour notices" prior to Owner's carrying out the work. The method of notification is distributed via an email transmittal and the original will be sent 1st Class Mail.

ARTICLE 3

CONTRACTOR

3.7 PERMITS, FEES AND NOTICES

3.7.1.1 The individual contractor will be responsible for securing and paying for permits pertaining to their area of work, and other items as set forth in the general requirements. Costs and arrangements for governmental inspection shall be the responsibility of the Contractor.

3.9 SUPERINTENDENT

3.9.1 The contractor shall provide adequate supervision over the work involved in his portion of the project. The Contractor shall designate a representative through which all communications shall be made. This representative shall work closely with the Architect in the performance of the work and his communications shall be binding on the part of the Contractor. Important communications shall be confirmed in writing.

3.9.1.1 All work shall be of the highest quality and in strict accordance with Manufacturer's published specifications and to Owner's satisfaction. Unacceptable workmanship will not be tolerated or permitted to continue.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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3.10.1.1 The Contractor and all Sub-Contractors, suppliers and manufacturers shall schedule materials, deliveries and installation expeditiously, and provisions to this effect shall be included in all subcontracts.

3.10.2.1 The Projected Construction Schedule as endorsed or modified by the Contractor, is part of the Contract Documents. This schedule constitutes the Contractor's commitment to expedient performance.

3.10.2.2 Modification to the Schedule as a result of allowable time extensions or increased scope of work shall be accepted by the Contractor as inherent to the construction process and shall not qualify as a basis for extra compensation from the Owner.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1.1 The drawings marked to record all changes and of underground installations made during construction, shall be delivered to the Architect upon completion of the work. Receipt of as-built drawings by the Architect is a condition for Final Payment.

3.11.1.2 The prints for record drawings will be a set of black and white prints provided by the Architect at start of construction. The Contractor shall maintain the set in good condition and shall use colored pencils to mark up the set in a legible manner to show:

3.11.1.2.A Significant deviations made during construction.

3.11.1.2.B Significant details not previously shown on drawings.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.5 Shop drawings and samples shall be submitted to the Architect, dated and marked to show the names of the project, Architect, Contractor, originating Sub-contractor, Manufacturer or Supplier, and separate Retailer if pertinent. Shop drawings shall completely identify Specification section and locations at which materials or equipment are to be installed. Reproductions of Contract Drawings are acceptable as Shop Drawings only when specifically authorized in writing by the Architect.

Submission of shop drawings and samples shall be accompanied by a transmittal letter containing Project name, Contractor's name, number of drawings and samples, titles and other pertinent data.

3.12.5.1 Each Contractor shall provide the necessary record drawing information in timely and efficient manner.

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3.12.5.2 Submission of shop drawings for approval shall consist of five (5) prints. One (1) print will be returned to the Contractor marked per Paragraph 3.12.11.1 following.

3.12.5.3 Unless otherwise specified, the number of shop drawings and the number of samples which the Contractor shall submit for record is the number that the Contractor requires to be returned plus five (5) copies for drawings and three (3) for samples which will be retained by the Architect/Owner.

If the shop drawing affects the work of another contractor(s) the Contractor shall provide additional copies as directed by the Architect.

3.12.8.1 The Contractor shall conscientiously supply all information required when submitting Shop Drawings and Samples. Information pertaining to delivery and expediting will be part of his submittal. This data is vital to field performance; consequently, the submittal will be returned unless complete information is provided.

3.12.11 Grading of shop drawings shall be as follows:

A. No Exception Taken: No corrections, no marks.
B. Reviewed and Noted,: Minor amount of corrections; all items can be fabricated without further correction; checking is complete and all corrections are obvious without ambiguity.
C. Re-submit: Minor amount of corrections; noted items must not be fabricated without further corrections, checking is not complete, details of items noted by checker are to be further clarified before full approval can be given; items not noted to be corrected can be fabricated under this stamp.
D. Disapproved: Drawing or equipment is not in accordance with the contract. Submit new drawings covering equipment which meets specifications. Drawings will be returned unstamped with notification on letter of transmittal.

3.13 USE OF SITE

3.13.1 The control of the site will be by the Owner. The Contractor shall cooperate with him in all matters involving use of the site.

3.14 CUTTING & PATCHING

3.14.2 Where cutting of existing work is necessary, same shall be straight, true and of proper size. No excessive cutting will be permitted nor shall any piers or other structural members be cut without the consent of the Architect. The Contractor shall not endanger any work by cutting, excavating or otherwise and shall not cut or alter the work of any other Contractor without the consent of the Architect.

3.14.2.1 The cutting of all existing work shall be performed by the Contractor requiring

same except that the cutting of openings shall be performed by workmen skilled relative to the material being cut.

3.14.2.2 The patching of all exposed work shall be performed by workmen skilled relative to the material being patched.

3.14.2.3 All patching shall be done in a neat, workmanlike manner with materials to match existing.

3.14.2.4 Where cutting or patching is required of one Contractor because of negligence of another Contractor then the cost for same shall be borne by the negligent Contractor.

3.15 CLEANING UP

3.15.2 If the Contractor fails to clean up within 7 days after receipt of notice by the Architect, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.15.2.1 Each Contractor shall perform clean up of his own work including knocked down boxes and other containers. Debris shall not be buried on the site.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Architect harmless from loss on account thereof.

3.19 SUBSTITUTIONS

3.19.1 After the contract has been executed, the Architect will consider a formal request for substitution of products for those specified, under the following conditions:

A. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison or proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.

B. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration.

3.19.2 Requests for substitution based on Clause 3.19.1 above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

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A. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

B. will provide the same guarantee for the substitution that he would for that specified.

C. certifies that the cost data presented is complete and includes all related costs under this contract, but excludes costs under separate contracts and the Architect's redesign costs, and that he waives all claims for additional costs related to the substitution which subsequently became apparent; and

D. will coordinate the installation of accepted substitute, making such changes as may be required for the work to be complete in all respects.

Substitutions will not be considered if:

A. They are indicated or implied on the shop drawings submissions without the formal request required in Clause 3.19 above; or

B. For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 THE ARCHITECT

4.1.1.1 Requests concerning interpretations during the construction period shall be made to the Landscape Architect. The term "Architect" means the Landscape Architect or the Landscape Architect’s representative.

The Landscape Architect for this project is Foresite Design, Inc., 26777 Central Park Blvd, Suite 125, MI 48076. (248) 547-7757.

4.5 MEDIATION

4.5.1 Binding mediation will be entered into only if mutually agreed upon by both the Owner and Contractor.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Delete:

"…and waiver of subrogation."

6.1.3.1 A pre-construction conference will be held to review schedule, in the event separate contracts are issued all work must be completed as outlined in the bidding documents. Contractor shall coordinate their Work with other trades in a manner that is in the best interest of the Owner and the overall project.

ARTICLE 7

CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.10 Add:

"The following fees apply to Changes in the Work in accordance with Subparagraph 7.3.6:

a. 10 percent overhead and profit on the net cost of materials and labor done by the Contractor;
b. 5 percent overhead and profit on the net cost of materials and labor done by any Subcontractor.

ARTICLE 8

TIME

8.2 PROGRESS AND COMPLETION

8.2.4 During the course of the work, the Architect will condone reduced crew size or even total absence on the part of the Contractor, providing such reduced activity is mutually agreed to and will not slow down or interfere with the overall progress of the work. However, when work is available and is required to maintain the Construction Schedule or assist an interface situation, performance by the Contractor is mandatory. If performance is not maintained by the contractor, the Owner will give the Contractor two (2) forty-eight (48) hours notices before taking over completion of work as covered in Article 2.4.1.

8.2.4.1 The Contractor will keep accurate daily records of performance on all Contracts involved in the project. The comparison of these records with the Contractor's commitment to the Construction Schedule will determine his effort in pursuit or total project completion.

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8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1.1 If a delay on the part of one Contractor directly affects the progress of others, then time extensions shall be granted to those directly affected. Necessarily, however, the granting of time extensions shall not increase the required working time span for any Contractor, only the completion date.

8.3.2 All claims for extension of time shall be made in writing to the Architect no more than seven (7) days after the occurrence of the delay; otherwise, they shall be waived. In the case of a continuing cause of delay, only one claim is necessary.

ARTICLE 9

PAYMENTS & COMPLETION

9.2 SCHEDULE OF VALUES

9.2.1 The Architect shall review the schedule of values, submitted by the Contractor. The schedule of values shall be prepared in such a manner that each major item of work and each subcontracted item of work is shown as a single line item on AIA Document G702, Application and Certificate for Payment, Continuation Sheet, G703.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Substitute the following:

No later than the 25th day of each month, the Contractor shall submit to the Architect an itemized Application for Payment, supported by such data substantiating the contractor's right to payment as the Owner and Architect may require. Payment by the Owner will be made within 45 days.

9.3.1.3 Until final payment, the Owner will pay ninety percent (90%) of the amount due to the Contractor on account of progress payments. If the manner of completion of the work and its progress are, and remain, satisfactory to the Architect, and in the absence of other good and sufficient reasons and shown to be fifty percent (50%) or more complete in the Application retainage, on presentation by the Contractor of Consent of Surety for each application, the landscape architect shall certify any remaining progress payments to be paid in full.

9.3.1.4 The full contract retainage may be reinstated if the manner of completion of the work and its progress do not remain satisfactory to the Architect, or if the surety withholds his consent, or for other good and sufficient reasons.

9.3.1.5 The form of Application for Payment shall be AIA Document G702, Continuation Sheet, G703.

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9.3.1.6 At the time the payment is submitted, the Contractor will present to the Architect in triplicate and original, a Sworn Statement and a Waiver of Lien in the amount of the payment. Waivers from Sub-contractors, and Suppliers representing major expenditures shall also be required. **If these documents are not attached, the pay application will not be processed.**

9.3.1.7 Final payment will be made within 30 days after the Contractor has achieved final completion as determined by Owner and supplied necessary submittals/ warranties/guarantees as may be required elsewhere in the contract document. 10% of value of Work completed and acceptable will be retained by Owner until final payment.

9.6 PROGRESS PAYMENTS

9.6.1 The Owner shall make payment to the Contractor on or before the twentieth (20th) day of the month following the Contractor's submission of Application for Payment and after the Architect has issued a Certificate for Payment.

9.8 SUBSTANTIAL COMPLETION

9.8.1.1 The Architect will prepare a Certificate of Substantial Completion when he determines that the work of each individual Contract is substantially complete.

9.8.4.1 The Contractor shall finish all items on the list within thirty (30) days of the acceptance of the Certificate of Substantial Completion. If completion is not obtained within thirty (30) days, the Owner will give the Contractor two (2) forty-eight (48) hours notices before taking over completion of work as covered in Article 2.4.1.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1.1 The Architect will issue a final Certificate for Payment after he finds the work acceptable under Contract Documents and the Contract fully performed.

9.10.2.1 Final payment, covering each individual Contract, will be made by the Owner to the Contractor thirty days after Substantial Completion of the work unless otherwise stipulated in the Certificate of Substantial Completion, provided the work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

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10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor shall adequately protect building, service drives, lawn, shrubs, trees etc. from damage, including water damage, during the process of performing required Work. Contractor shall repair or be responsible for the costs to repair, all property damaged during the performance of this Contract. Damages to the building will be addressed immediately and sent to Contractor in writing by Owner.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.8 Contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the Contractors. All contractor related personnel shall be instructed daily to be ever mindful of the full time requirement to maintain a totally safe environment for the facilities' occupants including students, staff, visitors and the occurrence of the general public on or near the site.

ARTICLE 11

INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 In the first line following the word "maintain", insert the words "In a company or companies licensed to do business in the state in which the Project is located."

11.1.1.9 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises - Operations (including X-C-U). (For underground work only)
2. Independent Contractor's protective
3. Products and completed operations
4. Contractual - including specified provisions for the Contractor's obligations under Paragraph 3.18.
5. Owned, non-owned and hired motor vehicles.
6. Broad form coverage for property damage.

Add the following:

11.1.2.1 Add the following minimum limits:

1. Worker's Compensation & Employers' Liability

A.	Each Accident	$	500,000

	B.	Disease-Policy Limit	$ 500,000
	C.	Disease-Each Employee	$ 500,000
2.	**Comprehensive General Liability**		
	A.	Bodily Injury	
		Each Person	$ 1,000,000
		Each Occurrence	$ 1,000,000
	B.	Personal Injury	
		Each Person	$ 1,000,000
		Aggregate	$ 2,000,000
		General Aggregate	$ 2,000,000
	C.	Property Damage	
		Each Person	$ 500,000
		Each Occurrence	$ 500,000
		Aggregate	$ 2,000,000
3.	**Automobile Liability**		
	A.	Bodily Injury	
		Each Person	$ 1,000,000
		Each Occurrence	$ 1,000,000
	B.	Property Damage	
		Each Occurrence	$ 1,000,000
4.	**Excess Umbrella Liability**		
	A.	Each Occurrence	$ 4,000,000
		General Aggregate	$ 4,000,000
5.	Independent Contractors		
		Same limits as above	
6.	Products and Completed Operations		
		Same limits as above	

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11.1.2.2 The Contractor will require all Sub-contractors to maintain similar insurance coverage.

11.1.2.3 In addition to the General Liability coverage required by Article 11.1.2.1, the Contractor will maintain during the period of this Contract Umbrella Liability Insurance covering the risk of losses of $ 1,000,000.00 in excess of the limits stated in Article 11.1.2.1.

11.1.3.1 Furnish one (1) copy of Certificates herein required for each copy of the Agreement; specifically set forth evidence of all coverage required by Subparagraph 11.1.1. and 11.1.2. Furnish the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.1.3.2 All Certificates for insurance shall name the Owner and Architect as additionally insured.

11.1.3.3 **The following language shall be indicated on all certificates of insurance from successful bidder: Croswell-Lexington Community Schools, its elected or appointed officials, employees and volunteers and Foresite Design, Inc. are included as insured with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured, or (b) products and completed operations of the named insured, or (c) premises owned, leased, or used by the named insured".**

11.3 PROPERTY INSURANCE

11.3.5 Delete the last sentence in its entirety:

"All separate policies shall provide this waiver of subrogation by endorsement or otherwise."

11.3.7 Delete this section in its entirety:

"*The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even*

though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged."

11.3.9 Add the following sentence:

In waiving rights of recovery under terms of this Subparagraph, the term "Owner" shall be deemed to include his employees, the Architect, and their employees as the Owner's representative as provided in the Contract Documents.

11.3.11 If the Owner finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion, such occupancy shall not commence prior to a time mutually agreed to by the Owner and the Contractor and concurred with by the insurance company or companies. This insurance shall not be canceled or lapsed on account of such partial occupancy.

11.5 OWNER'S PROTECTIVE INSURANCE

11.6.1 The Contractor shall provide Owner's Protective Insurance on same limits as specified in 11.1.1 and 11.1.2 above, naming the Architect as additionally insured.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered or sent via the telephone facsimile machine to the last known number to the party giving notice.

13.5 TESTS AND INSPECTIONS

13.5.1 The Owner shall pay for all testing.

13.8 NO SMOKING

13.8.1 No smoking is permitted in the building or on school grounds.

13.9 SECURITY

13.9.1 Contractors shall observe the following procedure when working in a school building, unless otherwise instructed:

1. Proceed to the office, identify yourself, state reason for being in the building, and receive visitors pass.

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2. Complete work, then revisit the office to check out prior to leaving the building/premises.

13.10 ENVIRONMENTAL SAFETY/RESPONSIBILITY

13.10.1 It shall be the responsibility of the Contractor or sub-contractor to pay any and all costs incurred from the clean up related to any environmental hazard created by means of contamination caused by accident or neglect of the Contractor or sub- contractor.

It shall be the responsibility of the Contractor or sub-contractor to dispose of any environmentally hazardous product(s) and/or material in accordance with the EPA, DNR, and local applicable laws and regulations.

It shall be the responsibility of the Contractor or sub-contractor, if required, to purchase permits and notify the proper authorities prior to commencing said project or, should a "release" take place, to notify proper authorities of any such release.

It shall be the responsibility of the Contractor or sub-contractor to maintain on site a blood borne pathogen plan and all necessary safety supplies associated with any spill or clean up that may occur.

13.11 RIGHT TO KNOW

13.11.1 In accordance with **MIOSHA** regulations pertaining to the **"Michigan Right to Know Law"** the owner has posted Material Safety Data Sheets for any hazardous chemicals in their workplace. The Contractor shall designate a coordinator to oversee the institution and maintenance of a similar program for the areas in which the construction work will take place. The program must encompass all **MIOSHA** Regulations with regards to the **"Michigan Right to Know Law"** for all hazardous chemicals which will be used on site during the course of construction.

13.12 ASBESTOS FREE CERTIFICATION

No asbestos containing material shall be purchased or installed as a part of this project. The Contractor shall be required to certify that no asbestos containing materials have been replaced in this project. **Approved certification shall be on file with the Owner prior to consideration for final payment.**

13.13 AFFIRMATIVE ACTION

Croswell-Lexington Community Schools as an Equal Opportunity Affirmative Action Employer, Complies with the federal and state laws prohibiting discrimination, including Title IV and Title VII (with amendments) of the 1964 Civil Rights Act, Title IX of the Educational Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Veterans Readjustment Act of 1974 as amended 38 USC20-12 and the Americans With Disabilities Act of 1990. It is the policy of the school board that no person, on the basis of race, sex, height, weight, color, religion, nation

origin or ancestry, age, marital status, disability or veteran status, shall be discriminated against in employment, educational programs and activities, or admission.

END OF SECTION 00 7300

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FILE TRANSFER AGREEMENT

Project: Croswell-Lexington Community Schools – Backstop Renovations

Project Number: 26020

Specific Type of Work:

FORESITE DESIGN, INC. (FDI) AGREEMENT FOR THE TRANSFER OF INSTRUMENTS OF SERVICE (ELECTRONIC FILES) TO _____.

As per your request, we will provide electronic files for your convenience and use in preparing for your specific work related to the above referenced project, subject to the following terms and conditions:

Hard Copy Instruments
These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. We make no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard-copy documents shall govern. You are responsible for determining if any conflicts exist. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

If addendums, bulletins, construction change directives, change orders, and/or any other change is formally issued to the contract documents, it is your responsibility to request updated CAD files if so needed. FDI will not automatically forward the updated files to you.

Electronic Data Transfer
Our electronic files are compatible with: AutoCAD Release 2010 and 2004. We make no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications. Other software programs may have been used in the development of the drawings and design of the project. FDI will not release any of this associated software for use with the electronic files.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indicia of ownership and/or involvement from each electronic display.

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Data contained on these electronic files are part of our instruments or service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in preparing your work for the above referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to us. You agree to make no claim and thereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages. Liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from your use of these electronic files.

Computer Viruses
Computer viruses are a real and serious threat to all computer users. FDI takes steps to detect and eliminate computer viruses from our system and the diskettes that are made available to our clients and colleagues. Since computer viruses can attach at any time, FDI strongly urges its clients and colleagues to back-up their important data frequently and to take steps to detect viruses from any of the files that we make available. Even though FDI takes prudent steps to prevent the attachment of computer viruses to its electronic media, we cannot guarantee this.

If an electronic file is requested and provided by FDI, it is specifically understood and agreed that use of electronic media provided by FDI is done so at the sole risk of the user and the user is responsible for testing for and eliminating computer viruses from any files provided by FDI.

Service Fee
Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by us, and we make no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall we be liable for any loss of profit or any consequential damages as a result of your use or re-use of these electronic files.

Architect:

Foresite Design, Inc.

_____
Michael Sims
President

Date: _____

Agreed by:
(signing below indicates that we have read and agree to both pages of this agreement)

_____
Company Name

_____
Authorized Signature and Title

Date: _____

SECTION 01 2300 - ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates as proposed by the Landscape Architect. The bidder proposes the following Voluntary Alternates for the sums to be deleted from the Base Bid as stated below:
   1. Voluntary Alternates or Substitutions proposed by Bidders will not form the Base Bid Proposal Price.

B. VOLUNTARY ALTERNATE NO. 1:

Which would save the Owner:	
	Dollars

C. VOLUNTARY ALTERNATE NO. 2:

Which would save the Owner:	
	Dollars

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Proposal Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment or installation methods described in the Contract Documents.
   1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the work, No other adjustments are made to the Contract Sum.

B. Voluntary Alternate: Bidders proposing voluntary alternates and substitutions will not be recognized as part of the Base Bid Price. Owner may review voluntary proposal with the successful Bidder.

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1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into the project.
   1. Include as part of each alternate, miscellaneous products, equipment, and similar items incidental to or required for a complete installation whether or not indicated as part of the alternate.

B. Notification: Immediately following award of Contract, notify each party involved of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. None.

END OF SECTION 01 2300

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SECTION 01 2619 - CLARIFICATION REQUEST

DUE (5) DAYS PRIOR TO BID DUE DATE. NO LATE CLARIFICATION REQUESTS WILL BE ACCEPTED

Date: _____ FDI Clarification Request #: _____

Project Name: _____

To: Foresite Design, Inc.
Attn: Christy@foresitedesign.com

From: _____
Company Name

_____
Contact Name Email Address

_____
Phone #

Proposal / Bid Division & Name: _____

Reference Specification: _____

Drawing #: _____ Detail or Item #: _____

ITEM(S) FOR CLARIFICATION: (Use additional forms as required): Please review and respond to the following item(s) for clarification:
RESPONSE:

Architect Response by: _____
Signature Date

END OF SECTION 01 2619

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SECTION 01 3523 - SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

1.2 DESCRIPTION

A. Safety is the responsibility of each individual Contractor. Each Contractor shall comply with all local safety ordinances and MI-OSHA regulations and requirements while performing the Work.

B. Each Contractor is required to submit Material Safety Data Sheets (MSDS) to the Construction Manager, to be used for reference only, prior to transporting the material/chemical on site. In addition, it is the responsibility of each Contractor to maintain and accessible MSDS file for their employees, subcontractors, and suppliers on site.

C. Each Contractor shall submit evidence of an Employer Safety Program that complies with current MI-OSHA regulations and requirements prior to beginning any contract Work.

D. The Contractor and their Sub-Contractor(s) and suppliers shall take all necessary precautions to ensure the safety of the public and of workers on the job, and to prevent accidents or injury to any persons, on about, or adjacent to the premises where the Work is being performed. The Contractor and the Sub-Contractor(s) and suppliers shall comply with Federal or State OSHA regulations and all other laws, codes, ordinances, and regulations relative to safety and the prevention of accidents.

E. The Contractor shall designate a responsible representative at the job site as a Safety Representative who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules, regulations and standards pertaining to safety and prevention of accidents.

F. Each Contractor shall submit their Experience Modification Rating (EMR) to the Construction Manager. In addition, the Contractor is responsible to provide to the Construction Manager a listing of any MIOSHA violations or citations they have received in the past 5 years.

G. Upon award of Contract, Contractor must provide Construction Manager with a ‘Safety Manual”. Record copy of safety manuals will be retained onsite. Safety Manual shall include the following, but not limited to:
   1. Loss Control Program.
   2. Hazard Communication Program.
   3. Respiratory Protection Program.
   4. Necessary Forms Needed to Adequately Perform Job.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 3523

SECTION 01 4100 - REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

1.2 PERMITS AND INSPECTION FEES

A. The Contractor will secure and pay for all general building permits.

B. All soil erosion and DEQ permits, mechanical, and electrical permits shall be applied for, secured, and paid for by the Contractor requiring such permits.

C. Any other specialized permits or inspection fees (i.e. utility taps or fees) shall be applied for, secured, and paid by the Contractor requiring such permits.

1.3 INSPECTIONS

A. Any Contractor requiring special inspection by the State or other agency shall arrange and schedule the inspection and give a minimum of 48 hour notice to the Construction Manager, Architect, or Engineer.

B. Partial occupancy permits may be applied for by the Owner. All Contractors will cooperate and assist in securing and maintaining partial occupancy permits.

C. Mechanical and electrical Contractors shall review their specifications to comply with all special testing and inspections.

D. Where the Contract Documents require inspections, tests or approvals of the Work to be made by an independent testing agency or laboratory or an independent professional consultant, the independent testing agency or laboratory or independent professional consultant shall be satisfactory to the Architect, Engineer and Construction Manager.

E. Each contractor shall inspect work of others which will receive or is adjacent to their work before commencing their work. Do not proceed until conditions which would result in a less than satisfactory installation are corrected. Commencing work shall constitute as acceptance of the work or others by the contractor as satisfactory to receive their work.

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PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 4100

SECTION 01 5600 - CLEANING

PART 1 GENERAL

1.1 SUMMARY

A. Work Results:

B. Principal Products:

1.2 DESCRIPTION

A. Work Included: Each Contractor shall, throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related Work:
1. Documents affecting work of this Section include, but are not limited to, General Conditions, Supplementary Conditions, and Section in Division 1 of these Specifications.
2. In addition to Standards described in this Section, comply with requirements for cleaning as described in other pertinent Sections of these Specifications.

1.3 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being met.

B. In addition to standards described in this Section, comply with pertinent requirements of governmental agencies having jurisdiction.

PART 2 PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

A. Each Contractor shall provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

B. Each contractor shall provide portable toilets for their employees unless otherwise advised by the Owner.

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2.2 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 EXECUTION

3.1 PROGRESS CLEANING

A. General; the Contractor shall:
   1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or drainage, and providing protection of materials from weather.
   2. Not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work either inside the building nor on the property surrounding the work site.
   3. At least once a week, and more often if necessary completely remove all scrap, debris, and waste material from the building and facility. If a dumpster is required for this work, it shall be paid for by the Contractor(s).
   4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:
   1. Daily, and more often if necessary, inspect the site and pickup all scrap, debris, and waste material. Remove items to the place designated for their storage. Contractor shall dry sweep street(s) affected by construction traffic as directed, for the duration of the construction.
   2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy or otherwise service arrangements to meet the requirements as noted above. Contractor shall water/wet sweep street(s) affected by construction traffic once a week, for the duration of the construction.
   3. Maintain the site in a neat and orderly condition at all times.

C. Structures:
   1. Weekly, and more often if necessary, sweep sidewalks, City roads, as directed.
      a. “Clean: for the purposes of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by use of reasonable effort, hand-held broom, and heavy-duty vehicle sweeper.
   2. Protect existing structures, finishes and materials. Should work occur near existing structures or finishes, Contractor shall ensure materials are left clean. Any damage caused by the Contractor shall be repaired or replaced by Contractor as directed by the Architect, at no additional cost to the Owner.
      a. “Clean”, for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finished material.

3.2 FINAL CLEANING

A. “Clean” for the purpose of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality equipment and materials.

B. Prior to completion of Work, remove from the job site, all tools, surplus materials, equipment, scrap, debris and waste. Location of surplus materials for Owner use shall be coordinated with Owner prior to Contractor leaving site.

END OF SECTION 01 5600

SECTION 01 5629 - TEMPORARY PROTECTIVE WALKWAYS

PART 1 GENERAL

1.1 SUMMARY

A. Work Results:

B. Principal Products:

1.2 DESCRIPTION

A. Work Included: Each Contractor shall, throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.

1.3 SCOPE OF WORK

A. The work under this section of the specifications shall include providing all labor, materials, and equipment necessary for the installation of heavy-duty composite protective mats for temporary access roads and pavement protection.

1.4 QUALITY ASSURANCE

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness and protection are being met. Work shall include ensuring interlocking decking attachment points have not been released from the decking.

PART 2 PRODUCTS

2.1 PRODUCTS

A. Proposed products shall utilize one of the following:
   1. Dura-Base® as manufactured by Newpark Mats

9320 Lakeside Blvd., Suite 100 The Woodlands, TX 77381 (877) 628-7623

2. MEGADECK ® HD as manufactured by Signature Systems

1201 Lakeside Parkway, Suite 150
Flower Mound, TX 75028
(800) 931-7301

B. Alternative System may include 1” Steel Plates over bridging material as detailed.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install pre-manufactured HDPE mat material per manufacturer’s written installation instructions and details. Materials include a geotextile fabric base material, 3/4" plywood, and 2” foam sheets placed beneath the mats or steel plates.

B. Pre-manufactured matting shall be installed in a manner to connect to each other and form a tight and secure load-distributing surface.

C. Provide a smooth transition from the mat road to an existing surface, which may include utilizing the manufacturer’s Ramp Component or mounding aggregate gravel material against the edge of the mat. Should the mat road meet and existing road where traffic enters and exists at hard angles, wings should be constructed to accommodate the turning radius of vehicles.

3.2 MAINTENANCE

A. Construction matting or steel plates should be kept clean from debris, oils or materials from entering any nearby drainage points. This may include power-washing to restore optimal traction to maintain a clean worksite.

B. Should a holding pin become damage that it can no longer hold part of the mats, it should be replaced so the mat grid does not shift. Should damage to the mats occur where the damage appears irreparable, remove the damaged mat and replace with another mat.

C. Should the mats or steel plates become slick with mud during heavy rainfall or if ice forms during cold weather, sand should be spread on the surface to aid traction. If snow accumulates on the surface, plow or shovel the snow to clear the mats, while minimize the impact to any protruding edges. Ensure the plow blade does not scrape the surface of the mat.

3.3 CLEAN-UP

A. The Contractor shall remove the temporary construction access road matting or plates in a

manner so as not to damage the surface below.

B. Remove and dispose of all excess materials or debris from the site.

C. Inspect the existing surrounding and protected surface areas for damage or debris. Contractor shall powerwash or clean the existing surfaces to remove all fine debris.

END OF SECTION 01 5629

SECTION 01 7301 - FIELD ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to work of this section.

1.3 WORK INCLUDED

A. Upon receipt of contract award, contractors are responsible to provide and pay for additional field engineering services required including all survey work.

B. All survey work related to the project shall be completed by one (1) Surveyor.

1.4 QUALIFICATIONS

A. Registered Professional Surveyor, acceptable to Owner, Construction Manager and Engineer.

1.5 SURVEY/ EXISTING CONDITIONS PLAN

A. Survey documents provided are based on past survey work and historic drawings and field verification. Contractor shall field verify horizontal and vertical site conditions. Any discrepancies in documents shall be immediately reported to Owner’s Representative, Construction Manager, and Engineer prior to the start of construction.

1.6 SURVEY REFERENCE POINTS

A. Contractor shall establish control points prior to starting site work. Contractor shall protect and preserve all control and reference points during construction.

B. Make no changes or relocation without prior written notice to Owner’s Representative, Construction Manager, and Engineer.

C. Report to Owner’s Representative, Construction Manager, and Engineer when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

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D. Contractor shall be required to replace project control points which may be lost or destroyed.

1.7 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

1.8 SUBMITTALS

A. Submit name and address of Surveyor to Construction Manager.

B. On request of Construction Manager, Owner's Representative or Engineer, submit documentation to verify accuracy of field engineering work.

C. Submit certificate signed by Registered Surveyor certifying that elevations and locations of improvements are in conformance, or non-conformance, with Contract Documents.

D. Provide “As-Built” drawings reflecting any changes illustrated on the contract documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 7301

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SECTION 01 7700 - PROJECT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Comply with requirements stated in Conditions of the Contract and in the Specifications for administrative procedures in closing out the work.

1.2 SUBSTANTIAL COMPLETION

A. Refer to General Conditions of the Contract for Construction.

B. When the Project is determined by the Landscape Architect to be sufficiently complete to permit utilization for the intended use, the Landscape Architect will issue a Certificate of Substantial Completion.

C. To receive the Certificate of Substantial Completion, Contractor shall perform the following:
   1. Submit to the Architect a notice declaring that work is believed to be substantially complete.
   2. Submit a list of work items that remain to be completed or corrected and the date this work will be accomplished.

D. Architect will visit the project to evaluate the request for issuance of Certificate of Substantial Completion.
   1. If the Architect concurs that the Project is substantially complete, the Architect will deliver a Certificate of Substantial Completion and a list of work items necessary for completion or correction prior to the request for inspection for final completion.
   2. If the Architect determines that the work is not substantially complete, the Architect will deliver to the Contractor a written statement including reasons.
   3. Complete work on the items required by the Architect for achieving substantial completion and make additional written requests for issuance of Certificate of Substantial Completion until the Architect determines that sufficient work has been performed.

1.3 CLOSEOUT SUBMITTALS

A. When the Architect has determined and the Construction Work is acceptable under the Contract Documents and the Contract fully performed, prepare and submit final Application for Payment to the Architect together with the (1) copy of the following:
   1. A letter recommending acceptance of Project and indicating all punch list items are complete.

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2. Project Record Documents, Warranties and Bonds.
3. Sworn Statements and Waivers.

B. Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

1.4 FINAL APPLICATION FOR PAYMENT

A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 7700

SECTION 01 7823 - OPERATING, MAINTENANCE AND WARRANTY DATA

PART 1 GENERAL

1.1 SUMMARY

A. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.

B. Prepare operating, maintenance and warranty data as specified in this Section and as referred in other pertinent sections of Project Manual.

C. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

D. Related Sections:
   1. Specification Section 01 7800 Project Closeout.
   2. Specification Section 01 7839 Project Record Documents.

1.2 QUALITY ASSURANCE

A. Preparation of data shall be done by personnel with the following qualifications:
   1. Trained and experience in maintenance and operation of the described products.
   2. Completely familiar with requirements of this Section.
   3. Skilled as a technical writer to the extent required to communicate essential data.
   4. Skilled as a draftsman competent to prepare required drawings.

1.3 FORM OF SUBMITTALS

A. Prepare data in the form of an instructional manual for use by the Owner's personnel.

B. Format shall conform to the following:
   1. Digital: Flash Drive.
   2. Text: Manufacturer's printed data, or neatly typewritten.
   3. Drawings:
      a. As-Built drawings of site.
   4. Provide PDF for each separate product, or each piece of equipment.
      a. Provide typed description of product, and major component parts of equipment.
      b. Provide in organized fashion.
   5. Cover: Identify each volume with typed or partial title "OPERATING, MAINTENANCE AND WARRANTY INSTRUCTIONS". List:
      a. Title of Project.

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b. Identity of separate structure as applicable.
c. Identity of general subject matter covered in manual.

1.4 CONTENT OF MANUAL

A. Arrange in the following systematic order:
1. Contractor, name of responsible principal, address and telephone number.
2. A list of each product required to be included, indexed to the content of volume.
3. List, with each product, the name, address and telephone number of:
a. Contractor or installer.
b. Maintenance contractor, as appropriate.
c. Identify the area of responsibility of each.
d. Local source of supply for parts and replacement.
e. Include warranty information as specified.
4. Identify each product by product name and other identifying symbols such as set in Contract Documents.

1.5 SUBMITTAL SCHEDULE

A. Submit one copy of completed data in final form within thirty days of substantial completion, Copy will be returned with comments.

B. Submit two copies of approved data in final form within ten (10) days after comments are received.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 7823

SECTION 01 7839 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Fully cooperate with the Architect to accomplish the following.

B. These requirements supplement the requirements set forth in the General Conditions.

C. Maintain at each site one record copy, as applicable, of:
1. Drawings and data with addenda marked in.
2. Specifications with addenda marked in.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Architect/Engineer Supplemental Instructions, Proposal Requests or written instructions.
6. Approved shop drawings, product data and samples.
7. Field test records.

1.2 MAINTENANCE OF RECORD DOCUMENTS AND SAMPLES

A. Store record documents and samples in Contractor's field office in files and racks. Provide locked cabinet or secure storage space for storage of samples.

B. Maintain record documents in a clean, dry, legible condition and in good order. Do not use documents for construction purposes.

C. Make record documents and samples available at all times for inspection by Architect or Owner.

1.3 RECORDING

A. Label each document "PROJECT RECORD" in neat large printed letters.

B. Continuously record information and changes.

C. Drawings: Legibly mark to record actual construction.
1. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
2. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
3. Field changes of dimension and detail.

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4. Changes made by Field Order or by Change Order.
5. Details not on original contract drawings.

D. Specifications and Addenda: Legibly mark each section to record:
1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
2. Changes made by Field Order or Change Order.

E. Shop Drawings and Submittals: Label each set by corresponding specification section. At the completion of the project, provide the Owner with one complete set, reviewed and stamped by Architect, organized by Specification Section in the following formats:
1. Paper (various sizes) folded to 8-1/2” x 11” and boxed with project name and completion data clearly labeled on exterior.
2. Scanned PDF copy on a compact disk, ordered by specification section.

1.4 SUBMITTAL

A. Deliver Record Documents to the Owner at contract close-out.

B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
2. Project Title.
3. Title and number of each Record Document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 7839

SECTION 02 4113 - DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The work under this section of the specifications shall consist of the removal and disposal of all items as indicated on the drawings. Contractor shall furnish all labor, materials and equipment to complete the work according to the drawings and specifications.

B. Related Sections:
   1. Section 31 2000 Earthwork - Athletics.

C. Section Includes:
   1. Softball field chainlink fence fabric, rails, and hardware.
   2. Modification to existing backstop support system.
   3. Excavation and removal of soils for new protective netting system.

1.3 SUMMARY

A. Remove (Demolish): Detach items from existing conditions and dispose of them off-site unless noted to be salvaged and/or re-installed.

B. Salvage: Detach items from existing conditions, in a manner to prevent damage, and deliver to Owner ready for reuse.

C. Remove and Re-Install: Detach items from existing conditions, in a manner to prevent damage, prepare for re-use, and re-install where indicated.

D. Existing to Remain: Leave exiting items that are not to be removed and that are not otherwise indicated to be salvaged or re-installed.

1.4 QUALITY ASSURANCE

A. Contractor’s personnel responsible for demolition operations shall be experienced in this type of work. Equipment is to be of suitable type, in good working condition, and operated by skilled trades.

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1.5 MATERIAL OWNERSHIP

A. Unless indicated otherwise, demolition related items and waste shall become the property of the Contractor.

1.6 FIELD CONDITIONS

A. Conduct demolition activities so Owner's operations will not be disrupted.

B. Existing conditions at the time of inspection for bidding purposes will be maintained by the Owner as far as practical.

C. Notify Owner's Representative or Landscape Architect of discrepancies between existing conditions and Drawings before proceeding with demolition operations.

D. Hazardous Materials: Hazardous Materials are not expected to be encountered during the Work.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect against damage during demolition operations.

PART 2 PRODUCTS

2.1 SOILS MATERIALS

A. Satisfactory Soils: Refer and comply with requirements noted in Section 31 2000 Earthwork.

PART 3 EXECUTION

3.1 EXAMINATION

A. Survey of Existing Conditions: Contractor shall review and be familiar with demolition items noted in Project Documents. Prior to demolition operations, Contractor shall record existing conditions by use of measured drawings or preconstruction photo / video.

3.2 UTILITY SERVICES

A. Existing Services to Remain: Maintain services as indicated to remain and protect from damage.

B. Existing Services to be Removed, Relocated or Abandoned: Locate, identify, disconnect, and/or cap utility services to be demolished.
   1. Contractor shall enlist the services of a public utility locating company (MISS DIG) and a

private utility locating company to assist in identifying any known public or private utility lines within the construction area.

3.3 DEMOLITION GENERAL

A. Site Access: Conduct demolition and debris removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied spaces.

B. Salvaged Items:
   1. Clean salvaged items and pack/crate for transport or storage.
   2. Store items in a secure area until delivery to Owner.
   3. If Contractor is required to transport items to Owner's storage area, protect items from damage during transport.

C. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition suitable for re-use.
   2. Reinstall items as indicated on the Drawings. Comply with installation requirements for new materials or equipment. Provide supports and miscellaneous materials necessary to make item functional for reuse.

D. Existing Items to Remain:
   1. Protect existing items to remain against damage during demolition operations. When permitted, items may be removed to a suitable storage location during demolition, cleaned, and re-installed to the original location after demolition is complete. Coordinate with Owner's Representative.

3.4 MATERIAL DISPOSAL

A. Remove waste materials from site and dispose in an approved landfill waste facility.
   1. Obtain permission from applicable regulatory authority for disposal of debris to waste disposal site. Contractor is responsible for all demolition related costs or manifests.
   2. Promptly remove cleared debris from the site. Do not allow demolished materials to accumulate onsite.
   3. Remove and transport material debris in a manner that prevents spillage onto adjacent surfaces.
   4. Burning: Do not burn demolished materials.

3.5 SITE RESTORATION

A. Below-Grade Areas: Backfill below-grade areas and voids resulting from demolition operations with satisfactory materials according to backfill requirements noted in Section 31 2000 Earthwork.

B. Fence Post / Footing Removal & Backfill:
   1. In excavated areas, backfill shall be excavated soil material, free of rock or gravel larger

than 2" in any dimension, debris, waste, frozen materials, vegetable matter, and other deleterious matter. Existing materials may be used for backfill, provided no silt is mixed with material. Backfill shall be placed in compacted layers of 8” maximum depth, using a "jumping jack or pogo stick" style compactor to achieve 95% compaction.

2. Fill Material: Fill material shall be clean, hard, durable, uncoated particles of sand or sand gravel mixture, provided that there shall be a substantial excess of sand-screenings. Peastone is also acceptable backfill material.
3. Holes shall not be left open for more than 10 hours.

C. Site Grading: Uniformly grade area of demolition to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent and new surfaces.

END OF SECTION 02 4113

SECTION 03 3000 - CAST IN PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

B. Related Sections:
   1. Section 31 2000 Earthwork - Athletics

1.2 SCOPE

A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary to construct cast-in place concrete pavement for parking lots, curbs and gutters, sidewalks, and wheel stops.

1.3 QUALITY ASSURANCE

A. Reference Standards:
   1. American Society for Testing and Materials (ASTM):
      a. ASTM C 94-97 - Standard Specification for Ready Mixed Concrete.
      b. ASTM C 171-69 (1975) - Standard Specification for Sheet Materials for Curing Concrete.
      c. ASTM C 309-74 - Standard Specification for Liquid Membrane Forming Compound for Curing Concrete.
      d. ASTM D 1751-73 - Standard Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
   2. MDOT current Standard Specifications for Construction.

1.4 SUBMITTALS & TEST REPORTS

A. Submit aggregate and concrete mix designs proposed for review. Contractor is to confirm that materials provided meet the required specifications and are to provide material certification to the Architect. Material certifications shall indicate that products meet or exceed the specified requirements indicated on the plans and the regulating authority.

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1.5 QUALITY ASSURANCE

A. Installer Qualifications: Installer shall be experienced with at least five (5) years in business who has completed concrete pavement work similar to the design, materials and requirements indicated for this project.

B. Manufacturer Qualifications: Manufacturer of ready-mix concrete products complying with ASTM C94 requirements for production facilities and equipment and approved by governing jurisdictions for State Department of Transportation.
   1. Manufacturer must be certificated according to the National Ready Mix Concrete Association's Plant Certification Program.

C. Testing Agency Qualifications: The independent testing agency shall be qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from a single source.

1.6 ENVIRONMENTAL REQUIREMENTS AND PROJECT CONDITIONS

A. Allowable concrete temperatures.
   1. Cold Weather: Maximum and minimum, ASTM C94.
   2. Hot Weather: Maximum concrete temperature - 90 degrees F (23 degrees C).

B. Do not place concrete during rain, sleet or snow.

PART 2 PRODUCTS

2.1 FORMS

A. Form Materials: Plywood, metal, metal framed plywood, or other approved panel materials to provide a full-depth, continuous, smooth exposed surface.
   1. Use flexible or curved forms for conditions that require curved finishes.

B. Form Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect the concrete surfaces.

2.2 STEEL REINFORCEMENT

A. Reinforcement Bars: ASTM A 615/A, 615M, Grade 60, deformed billet steel, unfinished.

B. Plain-Steel Welded Wire Fabric: ASTM A 185, fabricated flat sheets, unfinished.

C. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 deformed bars, assembled with clips.

D. Epoxy-Coated Reinforcement Bars: ASTM A 775/A 775M. with ASTM A 615/A 615M, Grade 60 deformed bars.

E. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends squared and free of any burrs.

F. Tie Bars: ASTM A 615/A 615M, Grade 60 deformed.

G. Epoxy Coated Joint Dowel Bars: ASTM A 775/A 775M. with ASTM A 615/A 615M, Grade 60, plain steel bars.

H. Bar Supports: Bolsters, chairs, spaces, and other devices necessary for spacing, supporting, and fastening reinforcement bars, welded wire fabric, and dowels in place. Manufacture bar supports according to CRS'I's Manual of Standard Practice from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength that concrete.

I. Epoxy Repair Coating: Liquid two-part epoxy repair coating, compatible with epoxy coating on reinforcement.

2.3 MATERIALS

A. Use the same brand and type of cementitious material from the same manufacturer through the entire project. All material to meet current MDOT specifications.

2.4 CONCRETE MIXES

A. Prepare mix design, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal-weight concrete determined by lab trial mixes.

B. Use a qualified testing agency for preparing and reporting proposed mix designs for the testing batch.

C. Provide mixes for sidewalks, curbs, gutters, and roads meeting the following properties:
   1. Compressive Strength (28 days): 3500psi, unless indicated otherwise.
   2. Maximum Water to Cement Ratio: 45 percent by weight.
   3. Maximum Aggregate Size: 1.5 inches (38mm).

D. Cementitious Material: Limit percentages, by weight of cementitious materials other than portland cement according to current ACI 301 requirements for concrete exposed chemicals used for de-icing.

E. Air-entraining admixtures shall be used at manufacturer's prescribed rates to result in concrete at point of placement, with an air content of 5.0 to 8.5 percent.

F. Slump: two (2) to three (3) inches.

2.5 CONCRETE MIXING

A. Ready-Mixed Concrete: Comply with requirements and ASTM C94 and ASTM C1116.
   1. When air temperature is between 85 degrees F and 90 degrees F, reduce mixing and delivery time from 75 minutes to 90 minutes; when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

B. Project Site Mixing: Comply with requirements and measure, batch, and mix concrete materials and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer.

PART 3 EXECUTION

3.1 INSPECTION

A. Verify the earthwork is completed to correct line and grade. Notify the Owner/Landscape Architect of any incomplete work by previous contractors.

B. Check that sub-grade is smooth, compacted, and free of frost or excessive moisture.

C. Do not commence work until conditions are satisfactory.

3.2 WEATHER PROTECTION

A. Cold weather: When the mean daily air temperature is 40 degrees F. or below, provide suitable protection for concrete work to maintain a minimum concrete temperature of 50 degrees F. for five (5) days (or 70 degrees F for three (3) days). After the protection period, do not let concrete cool more than 20 degrees F in each successive day.

B. Hot weather: Place concrete according to recommendations in ACI 305R when hot-weather conditions exist.

C. Wet weather: Unless adequate protection is provided, do not place concrete in rain, sleet or snow.

3.3 JOINTS

A. Construct all joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles, unless noted otherwise.

B. At locations where new concrete abuts existing concrete, building walls and slabs, place expansion joint material and joint sealants.

C. Expansion Joints: Place 1 inch wide expansion joints at maximum 40 foot intervals, if not indicated on drawings. Joints to be full depth of pavement and joint sealant placed at all expansion joints.

D. Install all dowel bars and support assemblies at joints if indicated on the plans. Coat one-half of dowel length to prevent concrete bonding to one side of the joint.

E. Contraction Joints: form any weakened plane contraction joints, sectioning concrete into areas. Construct ¼ inch wide contraction joints for a depth equal to one-third of the concrete thickness. Maximum spacing of the joints shall be 8'-0".
   1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with tool to a 3/8" radius. Repeat any grooving of joint after application of surface finishes.
   2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond blades. Joint cuts not to exceed 1/8 inch wide, when cutting will not tear or damage the surface and develop a contraction cracks.
   3. Doweled Contraction Joints: install dowel bars and support assemblies at joints where indicated.

F. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after floating with an edging tool at a 3/8 inch radius.

3.4 INSTALLATION

A. Contractor shall install the first section of sidewalk as a quality sample in place. Upon approval of sample by Landscape Architect, further installation can proceed.

B. The sub-grade upon which concrete is to be placed shall be prepared by excavation or filling with suitable earth to such depth below the finished grade line, that when tamped or rolled until smooth, firm and hard, the sub-grade will be uniform and at the required depth below finished grade line.

C. Unsuitable sub-grade soils shall be replaced as directed.

D. Gravel backfill, when specified in the drawings, shall be constructed to the required depth and thoroughly compacted.

E. Cast in Place Concrete.
   1. Set forms to line and grade.
   2. Install forms over full length of walk and oil before use.
   3. Forms shall be set accurately to line and grade. If the forms are set more than 0.01 foot (3mm) above or below grade or more than 0.01 foot (6mm) from prescribed alignment, they shall be corrected before any concrete is placed.
   4. Flexible or curved forms of proper radii shall be used on all curves having a radius of 100 feet or less.
   5. Form contraction joints by tooling.

6. Install expansion joint material behind walks at abutment curbs and adjacent structures with expansion joints every 100 feet (30m) or as detailed. Retaining wall shall have expansion joints every 25 feet.
7. Provide sawcuts in concrete every 10 lineal feet. Sawcut depth shall be no more 3/4" deep and 1/8" in width.
8. Place top of expansion joint material flush with walk surface, unless noted otherwise on plans.
9. Place concrete with mechanical vibrators.
10. Consolidate concrete with mechanical vibrators.
11. Round edges of walks at top with finishing tool, 1/4" to 3/8" radius. 1" radius for retaining wall.
12. Finished exposed walk surfaces with wood float followed by brushing with broom, smooth band of 12", unless otherwise shown on drawings.
13. Apply plastic sheeting or curing material and cure for seven (7) days.
14. Apply plastic sheeting or curing material.
15. Do not allow free drop of more than five (5) feet. Use elephant trunk when necessary.

F. Slip form concrete to the same quality standards as cast in place.
1. Construct concrete curb with slip form curb machine.
2. Apply curing material and cure for seven (7) days.
3. Saw expansion and contraction joints after concrete has sufficiently hardened.

3.5 FIELD QUALITY CONTROL

A. Slump Tests: Make slump tests whenever concrete is being poured at the direction of the Owner.

B. Compression Tests: Prepare standard test cylinders during the placing of concrete in accordance with ASTM 31 and ASTM 172. One set (three (3) cylinders) is required for each day's pour.

C. Maintain two (2) cylinders at 50 to 70 degrees F. and protect from loss of moisture at the job site for a period of not over 48 hours, then deliver to the laboratory for curing and testing at seven (7) and twenty-eight (28) days, respectively. Place third cylinder near the in place concrete and cure completely at the job in the same manner as the in place concrete. Deliver this cylinder to the laboratory for testing at twenty-eight (28) days. Cure and test cylinders in accordance with ASTM C31, C39 and C192. Submit test reports to the Landscape Architect in duplicate.

3.6 PAVING TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:
1. Elevation variation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface Variation: gap below 10 foot long, unleveled straightedge not to exceed 1/4 inch.

4. Maximum cross slope for walks, ramps, or platforms: 2%.
5. Maximum longitudinal walk slopes not requiring landings and handrails: 5%.
6. Maximum longitudinal ramp slopes: 8.33% (1 on 12 slope).

3.7 PROTECTION OF FINISHED SURFACES

A. All finished surfaces of concrete shall be protected so as to prevent damage. Marking temporary nailing or other damaging use of surfaces will be prohibited.

3.8 PATCHING

A. Patch to match material, color and texture of surrounding area.

B. Replace defective work if patching is not acceptable to the Landscape Architect.

3.9 REPAIR/REPLACE

A. Within first year of placement, concrete will be replaced at no additional cost to the Owner, if horizontal and/or vertical cracks exceed 1/8” in width.

B. Hairline cracks do not qualify for concrete replacement.

3.10 CLEAN-UP

A. The Contractor shall remove excess excavated material from the site of the work. Spread and finish grade within five (5) feet of pad edge. Finish grading is incidental to pad installation. Contractor shall clean up and dispose of rubble and construction satisfactory to the Owner and Landscape Architect.

END OF SECTION 03 3000

SECTION 11 6833 - ATHLETIC FIELD EQUIPMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

B. Related Sections:
   1. Section 03 3000 Cast In Place Concrete.
   2. Section 31 2000 Earthwork - Athletics.

1.2 SCOPE

A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for the installation of the following:
   1. Tension Ball Safety Netting System and Accessories.

1.3 REFERENCES

A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
   1. National Federation of State High School Associations (NFHS).
   2. National Collegiate Athletic Association (NCAA).
   3. International Association of Athletics Federations (IAAF).
   4. American Sports Builders Association (ASBA).
   5. Manufacturers Data and Recommended Installation Requirements.

1.4 SUBMITTALS

A. Manufacturers Product Data.
   1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representatives' review.
   2. Stamped and Sealed Drawings and Calculations by a Licensed Professional Engineer of Record in the State of Project Location.

B. Delegated Design Submittals.
   1. Provide drawings of the manufacturers' recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representative's review. The foundation shall be designed by a professional engineer,

licensed in Michigan, retained by the contractor/manufacturer. Manufacturer is responsible to provide signed and sealed engineered drawings and structural calculations.

1.5 QUALITY ASSURANCE

A. Manufacturers warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

1.6 PRODUCT DELIVERY AND STORAGE

A. Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owners representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 PRODUCTS

2.1 TENSION BALL SAFETY NETTING SYSTEMS AND ACCESSORIES

A. Basis of Design: Model # TFBSSTN - Custom Tension Ball Safety Netting Systems and Accessories as Manufactured and/or Supplied by:

Sportsfield Specialties, Inc.
P.O. Box 231
41155 State Highway 10
Delhi, NY 13753
p. 888-975-3343
f. 607-746-8481
www.sportsfieldspecialties.com

B. COMPONENTS:
1. Tension Ball Safety Netting System Upright Support Posts and Tie-Back Structures - Fabricated, Sized and Configured as Required.
   a. Height Above Finish Grade as Required.
   b. Powder Coated Finish (Black).
   c. Direct embedded post installation.
   d. Stainless Steel and/or Hot Dipped Galvanized Assembly Hardware - Quantities, Sizes and Configurations as Required.
2. Tension Ball Safety Netting System:
   a. Length, Height and Configuration as Required.

b. Single Braid, 12-Strand Coated Black Rope - 1/2” Diameter Main Horizontal Support, 30,600 lb. Minimum Breaking Strength, 10,200 lb. Minimum Working Load Limit and Weighs 6.4 lbs. per 100’ of Length.
c. Single Braid, 12-StrandCoated Black Rope - 3/8” Diameter Tie-Back Support, 17,600 lb. Minimum Breaking Strength, 5,866 lb. Minimum Working Load Limit and Weighs 3.6 lbs. per 100’ of Length.
d. Single Braid, 12-Strand Coated Black Rope - 1/4” Diameter Vertical and Bottom Horizontal Supports, 7,700 lb. Minimum Breaking Strength, 2,566 lb. Minimum Working Load Limit and Weighs 1.6 lbs. per 100’ of Length.
e. Splicing of Rope as Required per Manufacturer’s Suggested Instructions and Guidelines.
f. Stainless Steel and/or Hot Dipped Galvanized Assembly Hardware - Quantities, Sizes and Configurations as Required.

3. Tension Ball Safety Netting System Net and Rope Bound Border:
   a. Length, Height and Configuration as Required.
   b. 1-3/4”, #42 square nylon mesh netting.
   c. Single Braid, 12-Strand Coated Black Rope Bound Border - 1/8” Diameter, 2,300 lb. Minimum Breaking Strength and Weighs 0.5 lb. per 100’ of Length.
   d. Urethane Black Bonded Finish.
   e. Strong Resistance to Ultraviolet (UV) Light Degradation.
   f. Excellent Resistance to Chemicals and Water Absorption.
4. Included Accessories:
   a. Stainless Steel and/or Hot Dipped Galvanized Assembly Hardware - Quantities, Sizes and Configurations as Required.
   b. Single Braid, 12-Strand Coated Black Rope for Net Binding Attachment to Support Structure - 1/8” Diameter, 2,300 lb. Minimum Breaking Strength and Weighs 0.5 lb. per 100’ of Length - Quantities and Configurations as Required.

PART 3 EXECUTION

3.1 INSTALLATION OF EQUIPMENT

A. Coordinate installation with other trades.

B. All equipment shall be installed as recommended per manufacturer's written instructions and as indicated on the drawings. Concrete anchoring foundations to be determined by others based on local soil conditions and building codes. Installer should have a minimum of five (5) installations of the specified products or similar experience in the previous three (3) years.

3.2 CLEAN UP AND DISPOSAL

A. Remove from the site all equipment, materials, and debris resulting from construction work including this section. Leave work area neat and clean and in a condition acceptable by the Landscape Architect and Owner. All work shall be complete, ready for use, at the time of final acceptance.

END OF SECTION 11 6833

SECTION 31 2000 - EARTHWORK (ATHLETICS)

PART 1 GENERAL

1.1 SUMMARY

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the provisions of the other parts.

1.2 SCOPE

A. The work under this section of the specifications shall consist of furnishing all labor, materials, equipment, transportation, and services required to complete all earthwork as indicated on the drawings and specified herein. Adjustment of grades may be permitted, subject to prior approval by the Landscape Architect, providing the overall grading concept is maintained.

1.3 QUALITY ASSURANCE

A. Excavation team shall be established and experienced with a minimum of 5 years experience constructing athletic fields.

1.4 ENVIRONMENTAL REQUIREMENTS

A. The contractor is expected to visit the site to determine all conditions to be encountered, protect improvements on adjoining properties, as well as those on the owner's property, and to restore any improvements damaged by his work to their original condition, as acceptable to the owner or other parties or authorities having jurisdiction.

B. The contractor shall perform all work so as to permit the site to be free draining at all times and to prevent ponding. Contractor shall provide positive drainage for the entire site during the course of construction to eliminate standing water in excavated areas.

1.5 SAFETY CODES AND STANDARDS

A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

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1.6 LINES AND GRADES

A. The plans indicate lines, grades and elevations of the finish work. In general, areas to be paved shall be excavated and/or filled, and graded to the bottom elevations of such pavements. Grass areas shall be finish graded prior to seeding. Sod/seed areas shall be rough graded to 2" below finish grade prior to placement of topsoil.

1.7 PROTECTION OF EXISTING TREES & VEGETATION

A. Protect existing trees, and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stock piling construction materials or excavated materials within drip line, excess foot or vehicle traffic, or parking of vehicles within drip line. Provide temporary fences, barricades or guards as required to protect trees and vegetation to be left standing. Provide protection for roots over 1.5 inches in diameter that are cut during construction operations. Coat the cut faces with emulsified asphalt or other acceptable coating that is specially formulated for horticultural use on cut or damaged plant tissues. Temporarily cover all exposed roots with wet burlap to prevent roots from drying out, provide earth cover as soon as possible. Repair or replace trees and vegetation damaged by construction operations in a manner acceptable to the Landscape Architect. Tree damage repair shall be performed by a qualified tree surgeon.

PART 2 PRODUCTS

2.1 BACKFILL AND FILL MATERIALS

A. Backfill shall be excavated soil material, free of rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable matter, and other deleterious matter. Existing materials may be used for backfill, provided no silt is mixed with material. Backfill consists of placement of acceptable soil material in layers, in excavations, to required subgrade elevation, for each area classification listed below.

B. Fill Material: Fill material shall be clean, hard, durable, uncoated particles of sand or sand gravel mixture, provided that there shall be a substantial excess of sand-screenings.

2.2 TOPSOIL

A. Existing onsite topsoil shall be screened and free of rock or gravel larger than 1” in any dimension, debris, waste, frozen materials, vegetable matter and other deleterious matter.

B. Topsoil to have 5% organic peat content.

C. Blend sand with screened topsoil to create a loamy-sand product.

PART 3 EXECUTION

3.1 EXCAVATION

A. Excavation consists of removal of material encountered to obtain required subgrade elevations.
   1. Excavation for Ditches: Cut ditches to cross-sections and grades as shown. Deposit excavated materials a sufficient distance from the edge of ditches to prevent cave-ins or material from sliding into ditch. Keep ditches free of leaves, sticks, and other debris until final acceptance of work.
   2. Removal of Unsatisfactory Soil Materials: Excavate unsatisfactory soil materials encountered that extend below required elevations, to additional depth directed by the Geotechnical Engineer and reviewed with Landscape Architect; refer to geotechnical evaluation report.
   3. Material Storage: Place excavated materials classified as unsatisfactory fill materials where directed by Owner's geotechnical consultant.
   4. Stability: Slope sides of excavations over five feet (5') deep to angle of repose of material excavated; otherwise shore and brace where sloping is not possible either because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in a safe condition until completion of backfill by scaling, benching, shelving, or bracing. Take precautions to prevent slides or cave-ins when excavations are made in locations adjacent to backfill excavations, and when sides of excavations are subjected to vibrations from vehicular traffic or the operation of machinery or any other source. Stabilize earth subgrades under areas of paving and after excavating, but prior to filling, by discing four inches (4") deep and by compacting same as specified for fills. Remove soft or unstable soil below finish grade elevations and backfill such voids with compacted fill material.

3.2 BACKFILL AND FILL MATERIALS

A. Surface Preparation.
   1. Remove vegetation, debris, unsatisfactory soil materials, obstruction and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so that fill material will bond with existing surface. When the existing ground surface has a density less than that specified under "Compaction" (3.2 A 2) for the particular area classification, break up ground surface, pulverize, and compact to the required depth and percentage of maximum density.
   2. Compaction: Perform compaction of soil materials for fills and backfills using suitable soil compaction equipment for materials to be compacted and work area locations. Control soil compaction during construction for compliance with percentages of maximum density specified for each classification. All compaction tests shall be in accordance with ASTM D1557 or AASHO T180 C Modified Proctor Method.
   3. Placement And Compaction: Place backfill materials in layers not more than eight inches (8") in loose depth. Before compaction, moisten or aerate each layer, as necessary, to

provide the optimum moisture content. Compact each layer to required percentage of maximum density for each area classification. Do not place backfill or fill material on surfaces that are muddy, or frozen, or contain frost or ice. Thoroughly compact all fill and backfill by rolling each layer, following spreading, as closely as possible. Roll the areas in equal amounts in two directions. Provide compaction equipment or type best suited to achieve the desired results with the type of soil. In general, use sheeps foot and/or tamping type rollers on soils of a cohesive type; pneumatic wheeled or vibrating rollers on granular fill material, all as approved by the Landscape Architect. Operate compacting equipment on each layer until the entire area has been thoroughly and uniformly compacted to the required density.

4. Maximum Density Requirements: Provide not less than the following percentages of maximum density of the same soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place. Any soils found unsuitable for specified compaction requirements shall be removed as directed by Owner.
5. Lawn or Unpaved Areas: Compact top six inches (6") of subgrade and each layer of backfill or fill material at eighty-five percent (85%) maximum density.
6. Grading: Preparation of subgrade: Rough grade all areas within the limits of site grading under this section, including adjacent transition areas. The rough grade shall be compacted as required. Shape the surface of future lawn areas to the line grade and cross-section with the surface not more than 0.10 feet above or below a subgrade elevation. Take extreme care in the grading of swale areas to insure free movement of surface runoff. Ponding shall be non-existent or at a minimum.

3.3 FINISH GRADING

A. Sub-Soil Preparation.
   1. Fine grade sub-soil systematically to eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of two inches (2") in size. Remove sub-soil which has been contaminated with petroleum products.
   2. Bring sub-soil to required levels, profiles and contours suitable for receiving the required finish surfaces. Make changes in grade gradual; blend slopes into level areas. Maximum slope 4:1 unless otherwise indicated.
   3. Cultivate sub-grade to a depth of six inches (6") where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted sub-soil.
   4. Compact sub-soil at the following percentages to a depth of 12 inches:
      a. 95% Modified Proctor where asphalt/concrete is to be placed.
      b. 80% Modified Proctor where topsoil is to be placed.

B. Placing Topsoil.
   1. Place to the following depths, up to finished grade elevations:
      a. Four inches (4”) for sodded and seeded areas.
      b. Use topsoil in relatively dry state. Place during dry weather.
      c. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles, and contours of finish grades shown on the plans.
      d. Topsoil shall be worked to a smooth, uniform surface and compacted firmly. Any

lumps or depressions which occur shall be regraded and re-rolled until a satisfactory grade is obtained. Areas adjacent to existing lawn shall be notched so new sod will be at the same grade. Immediately before seeding or sodding, rework the surface until it is fine, pulverized smooth seed or sod bed, varying not more than 1/8" in 10'.

e. Remove all stones, roots, grass, weeds, debris, and other foreign material while spreading.
f. Manually spread topsoil around trees, plants and buildings to prevent damage which may be caused by grading equipment.
g. Compact placed topsoil to 85% Modified Proctor.

END OF SECTION 31 2000

SECTION 32 9119 - TOPSOIL

PART 1 GENERAL

1.1 SUMMARY

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

B. Related Sections:
   1. Section 31 2000 Earthwork - Athletics.
   2. Section 32 8400 Underground Irrigation.
   3. Section 32 9227 General Lawn Restoration

1.2 SCOPE

A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary to place and spread topsoil to required depths as indicated on Contract Documents.

B. Contractor shall make all attempts to salvage and stockpile usable topsoil from site.

1.3 QUALITY ASSURANCE

A. Testing and inspection: At the discretion of the Landscape Architect, Contractor shall employ a qualified independent testing laboratory, specializing in soils engineering. Testing facility, or lab, shall have American Association of Laboratory Accreditation (AALA).
   1. Provide and pay for testing and inspection during topsoil operations. Laboratory, inspection services and Soils Engineer shall be acceptable to the Landscape Architect.
   2. Test representative material samples for proposed use.
   3. Topsoil: (Supplied by Landscape Contractor).
      a. pH factor.
      b. Mechanical analysis.
      c. Percentage of organic content.
   4. Recommendations on type and quantity of additives required to establish satisfactory pH factor and supply of nutrients to bring nutrients to satisfactory level for planting.
   5. Test reports shall be made available to the Owner and Landscape Architect.

1.4 PROJECT CONDITIONS

A. Underground and surface utility lines are to be located in field prior to construction.

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B. Protect existing trees, plants, lawns and other features designated to remain as part of the landscaping work. Protect existing trees to drip line.

C. Promptly repair damage to adjacent facilities caused by topsoil operations. Cost of repair at Contractor's expense.

D. Promptly notify the Landscape Architect of unexpected sub-surface conditions.

PART 2 PRODUCTS

2.1 MATERIALS

A. Topsoil: Natural, friable fertile soil characteristic of productive soil in the vicinity, reasonably free of stones larger than 1”, clay lumps, roots and other foreign matter.
   1. Proposed topsoil material for shall be screened and acceptable to Landscape Architect.
   2. Utilize and screen on-site stockpiled topsoil as required to complete the work.

B. Provide topsoil as required to complete job. Topsoil must meet testing criteria results specified. All processing, cleaning and preparation of this stored topsoil to render it acceptable for use is the responsibility of this Contractor.

C. Supplied topsoil, shall be fertile, friable and representative of local productive soil, capable of sustaining vigorous plant growth and free of clay lumps, subsoil, noxious weeds or other foreign matter such as stones, roots, sticks and other extraneous materials: not frozen or muddy.
   1. Ph of soil to range between 5.0 and 7.5.
   2. Mechanical Analysis.
      a. Sand: 70-85%.
      b. Silt: 10-20%.
      c. Clay: 10-15%.

D. Provide earth crowning where indicated on drawings.

E. Crowning/mounding to be free flowing in shape and design, as indicated, and to blend into existing grades gradually so that toe of slope is not readily visible. Landscape Architect to verify final contouring before planting.

F. Regardless of finish grading elevations indicated, it is intended that grading be such that proper drainage of surface water will occur and that no low areas created to allow ponding. Contractor to consult with Owner or Landscape Architect regarding minor variations in grade elevations before rough grading is completed.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine rough grades and installation conditions performed by General Contractor. Do not start topsoil work until unsatisfactory conditions are corrected and site is accepted by Landscape Contractor.

3.2 PREPARATION

A. Establish extent of grading by area and elevation. Designate and identify datum elevation and project engineering reference points. Set required lines, levels and elevations.

B. Do not cover or enclose work of this Section before obtaining required inspections, tests, approvals and location recording.

C. Use of equipment of excessive weight or excessive travel over grade will not be permitted.

3.3 SITE GRADING

A. Perform grading within contract limits, including adjacent transition areas, to new elevations, levels, profiles, and contours indicated. Provide subgrade surfaces parallel to finished surface grades. Provide uniform levels and slopes between new elevations and existing grades.

B. Contractor shall utilize low pressure ground track equipment or flotation tires for moving soil, to prevent compaction and/or damage to the soil structure during construction.

C. Grade surfaces to assure areas drain away from structures and to prevent ponding and pockets of surface drainage. Provide subgrade surfaces free from irregular surface changes and as follows:
   1. Rough grading: Plus or minus 0.10 ft. subgrade tolerance. Finish required will be that ordinarily obtained from either blade-grader or scraper operations.
   2. Provide subgrade surface free of exposed boulders or stones exceeding 4" in greatest dimension in paved areas; 2" lawn areas.
   3. Lawn and planting areas: Allow for 4" average depth of topsoil at lawn areas, except as otherwise indicated on the drawings.

3.4 FINISH GRADING

A. Uniformly distribute and spread stockpiled topsoil. Provide 4" average depth at lawn areas, 12" at planting areas. Provide additional imported topsoil as required to complete the work. Use loose, dry topsoil. Do not use frozen or muddy topsoil. Place during dry weather.

B. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain

levels, profiles, and contours of subgrades.

C. Remove stones, roots, weeds, and debris while spreading topsoil materials. Rake surface clean of stones 1" or larger in any dimensions and all debris. Provide surfaces suitable for soil preparation provided under lawn and planting work.

D. Manually install topsoil at trees to remain. Avoid damage to root systems.

E. Maintenance:
   1. Protect finish graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades in settled, eroded, and damaged areas.
   2. Where completed areas are disturbed by construction operations or adverse weather, scarify, re-shape, and compact to required density.

3.5 DISPOSAL OF WASTE MATERIALS

A. Stockpile, haul from site, and legally dispose of waste materials, including excess excavated materials, rock, trash, and debris.

B. Maintain disposal route clear, clean, and free of debris.

3.6 CLEANING

A. Upon completion of earthwork operations, clean areas within contract limits, remove tools and equipment. Provide site clear, clean, free of debris, and suitable for site work operations.

END OF SECTION 32 9119

SECTION 32 9227 - GENERAL LAWN RESTORATION

PART 1 GENERAL

1.1 SUMMARY

A. This Section is a part of the entire set of Contract Documents and shall be coordinated with the applicable provisions of the other parts.

B. Related Sections:
   1. Section 31 2000 Earthwork - Athletics
   2. Section 32 9119 Topsoil.

1.2 SCOPE

A. The work under this section of the specifications shall consist of furnishing all labor, materials and equipment necessary for restoring disturbed lawn areas and maintaining lawns until final acceptance.

1.3 QUALITY ASSURANCE AND WARRANTY GUARANTEE

A. Grass seed shall meet the tolerance for germination and purity of the Official Seed Analysis of North America.

B. Submit all seed tags after completion of seeding.

C. The Contractor, and its Subcontractors, shall provide a staff adequate to coordinate and expedite the work properly and shall maintain competent supervision of its own work to insure compliance with contract requirements.

D. Contractor responsible for seeding and fertilizing shall inspect the finish grade for acceptability prior to application. Areas of discrepancy shall be indentified and Landscape Architect or Owner’s Representative shall be notified.

E. It is the responsibility of the Contractor to establish a dense lawn of permanent grasses, free from lumps, depressions and settlement. Any part of the area that fails to show a uniform germination shall be re-seeded and such re-seeding shall continue until a dense lawn is established. Damage to seeded areas resulting from erosion and through no fault of the Owner shall be repaired by the Contractor, at his expense.
   1. Guarantee shall extend for one year from the date of acceptance.

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1.4 SUBMITTALS

A. Submit product data for seed and fertilizer to Landscape Architect for approval, prior to application.

1.5 DELIVERY, STORAGE AND HANDLING

A. Deliver grass seed in original containers showing analysis of seed mixture, percentage of pure seed, year of production, net weight, date of packaging and location of packaging. Damaged packages are not acceptable.

B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

PART 2 PRODUCTS

2.1 SEED

A. Seed shall be provided from one of the following suppliers:
   1. EcoGreen Supply- 616-877-5326.
   2. Site One Landscapes - (800) 347-4272.
   3. Target Specialty - (248) 437-1427.
   4. BFG - (800) 243-4769- closed.
   5. Rhino Seed & Supply - (800) 482-3130.
   6. Lacrosse Seeds - (800) 647-8873.

B. Contractors shall seed all areas disturbed during construction and not otherwise developed or indicated to be sodded. Topsoiling, finish grading and fertilization is to remain the same. *Seed shall be new crop, cleaned, and comprising of the following varieties:
   1. Athletic Field Seed blend shall consist of a minimum of 3 of the listed bluegrass varieties and one of the listed ryegrass varieties. Blend shall be 80% Kentucky Bluegrass and 20% Perennial Ryegrass by weight. Only Elite bluegrasses (according to NTEP characteristics ratings) will be allowed on Athletic surfaces. No “named common” types will be accepted. Elite varieties coated with XALT will be allowed at same seeding rates.
   2. General Seeding Areas: “Varieties Named” blend shall be 50-60% Kentucky Bluegrass and 40-50% Perennial Ryegrass by weight for irrigated fields. A “Varieties Named” blend of 60-70% bluegrass, 30-40% perennial ryegrass for non-irrigated fields, and a blend of 20-40% bluegrass, 20-40% perennial rygrass and 20-30% creeping red fescue for general turf areas.(VNS-varieties not stated- blends will not be accepted).

3. General Seeding Areas

Seed Varieties	Purity	Germination
Shannon or Bluestar Kentucky Bluegrass	95%	85%
Gaelic or Corsair Kentucky Bluegrass	95%	85%
Lunar or Avalanche Kentucky Bluegrass	95%	85%
Yellowstone Kentucky Bluegrass	95%	85%
Gray Star or Salinas Perennial Ryegrass	98%	85%
SoxFan or Showtime Perennial Ryegrass	98%	90%
Expedite Perennial Ryegrass	95%	90%
Xcelerator Perennial Ryegrass	95%	90%
Charger 2 Perennial Ryegrass	98%	90%
Oracle Creeping Red Fescue	98%	85%
Fairmont Chewings Fescue	95%	85%
Marvel Creeping Red Fescue	95%	85%
Sword Hard Fescue	95%	85%
Minimus Hard Fescue	95%	85%

2.2 COMMERCIAL FERTILIZER

A. Fertilizer shall be uniform in composition, free-flowing and suitable for application with approved spreader, granular or pelleted with 50 percent (50%) of total nitrogen derived from a synthetic or natural organic material, delivered in original unopened containers with the analysis, type and trade name attached to each container. The composition shall be:
   1. Fertilizer "A": applied at the time of seeding at 50 lbs. per 8000 square feet.
      a. 16-32-4 (14.3% Ammoniacal Nitrogen, 1.7% Urea Nitrogen, 32% Phosphorus, 4% Available Potassium (SOP).
   2. Fertilizer "B": applied 3-4 weeks after seeding at 50 lbs. per 8,000-10,000 square feet.
      a. 22-16-6 (6.3% Ammoniacal Nitrogen, 15.7% Urea Nitrogen, 16% Phosphorus, 6% Soluble Potassium).
   3. Fertilizer “C” for enhanced establishment program (seed in lieu of sod).
      a. Healthy Grow 4-2-2 CPM(2.15% Ammoniacal Nitrogen, 1.85% Water Insoluble Nitrogen, 2% Phosphoric Acid, 2% Sulfate of Potash, 8% Calcium. 0.8% Sulfur, endo and ecto mycorrhizae, sea plant meal, molasses meal, yucca).
   4. Fertilizer “D” for enhanced establishment program (seed in lieu of sod).
      a. Healthy Grow 8-3-5 CPM(4.5% Ammoniacal Nitrogen, 3.5% Water Insoluble Nitrogen, 3% Phosphoric Acid, 5% Sulfate of Potash, 5% Calcium. 1.0% Iron, 0.3% Magnesium).

B. Complete Soil testing for both fertility (including micronutrients, CEC, pH) and particle size is required on all new establishment sites.

C. A critical establishment fertilizer application comes at planting whereas fertilizer in a ratio of 2-4-1 is applied directly adjacent to the seed to compensate for the seeds inability to extract phosphorus and other nutrients out of the soil Usually approx. 1lb. of P205 is applied with ½ lb. of N and ¼- ½ lb of K20 is applied. An analysis of 16-32-4 would be an example. Fertilizer ingredients with lower chloride index are preferred at seeding, such as Ammonium Sulfate and Sulfate of Potash.

PART 3 EXECUTION

3.1 PREPARATION

A. Protect existing underground improvements from damage.

B. Remove all foreign materials, plants, roots, stones, and debris larger than 1" in any dimension from site. Do not bury foreign material.

C. Prior to placement of topsoil, loosen soil to a depth of four inches (4") in lawn areas by approved method of scarification and grade to remove ridges and depressions. Remove all stones or foreign matter from top two inches (2") of soil.

D. If above steps have had rain in sufficient quantity to cause soil to recompact, entire steps are to be done prior to seeding.

E. Where no grades are shown, areas shall have a smooth and continual grade between existing or fixed controls and elevations shown on plans. Roll, scarify, rake and level as necessary to obtain true, even lawn surfaces. All finish grades shall meet approval of the Owner.

F. Grade lawn areas to finish grades, filling as needed or removing surplus dirt and floating areas to a smooth, uniform grade. All lawn areas shall slope to drain.

3.2 PREPLANT FERTILIZING

A. Broadcast spread fertilizer “A” (or Alternates “C” and “D”) after seeding at a rate of 2 lbs. of Phosphorus per 1000 square feet. (Apply Alternate “C” at 50 lbs. per 5000 square feet and Alternate “D” at 50 lbs. per 10,000 square feet.).

3.3 SEEDING

A. Dates of Seeding:
   1. Grass seed shall be sown in the fall from August 15th until October 15th or in the spring between March 1st and May 15th or at such other times as approved by the Landscape Architect. All seeding is to be done in dry or moderately dry soil and at times when the wind does not exceed a velocity of five (5) miles per hour.
   2. If special conditions exist, which may warrant a variance in the above dates, submit a

written request to the Landscape Architect stating the conditions and proposed variance. Permission for the variance will be given if, in the opinion of the Landscape Architect, the variance is warranted.

B. Seed Application:
   1. Immediately before sowing the seed, the earth surface shall be re-worked until it is a fine, pulverized, smooth seedbed, showing not more than 1/4" variance from grade.
   2. Apply seed mixture, as specified, at a rate of two and one half to four (2.5-4) lbs/1000 sq. ft. Apply seed in two directions where possible at a rate of 1.25-2 lbs. /1000 sq. ft. in each direction with seeder, using a cultipacker type seeder such as Brillion (or equal) mounted on tractor. Seed shall be uniformly spread over the previously fine graded and fertilized topsoil. The surface shall be dry when seed is planted. Hand sew seed around each irrigation system head. Hydro-seeding is not acceptable.
   3. Mulching: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer’s recommended steel wire staples, 6 inches (150mm) long.
   4. Contractor shall return to site six (6) weeks after installation to evaluate germination. If germination of seed exceeds 70%, Contractor to remove mesh. If germination of seeds is less than 70%, mesh shall remain and Contractor shall reevaluate in ten (10) days.

C. Summer Seeding:
   1. If seeding is authorized between June 1 and August 15, annual rye shall be sown separately in addition to specified seed mix. Sow at the rate of (one) 1 lbs./1000 sq. ft.
   2. Cultipacker or approved similar equipment may be used to cover the seed and to firm the seed bed in one operation. In areas inaccessible to cultipacker, the seeded ground shall be lightly raked and rolled in two directions with a water ballast roller. Extreme care shall be taken during seeding and raking to insure that the seed in not raked from one spot to another.
   3. The seeded areas are to be protected, watered, mowed and otherwise maintained until Owner Acceptance.

D. Post Seeding Fertilizer: Supply fertilizer “B” when grass reaches height of one (1) inch or 3 weeks after seeding at.75-1 lbs Phosphorus per 1000 square feet.

E. Maintenance.
   1. Maintenance of all lawns consist of mowing, watering and repairing erosion. Maintenance of lawns shall commence when any portion of the seeding has been completed. Seeded lawns shall never reach a height of three (3) inches prior to a cutting and shall be cut to a height of two (2) inches.
   2. If, for reasons beyond the Sub-contractor's control, the height of the grass has exceeded three (3) inches, the mower blades shall be raised so that at no time will more than 1/3 of the grass leaf surface be removed.
   3. Contractor shall notify the Owner through the Landscape Architect in writing one (1) week in advance of the final lawn cutting to allow the Owner and the Landscape Architect to inspect the lawns and schedule his maintenance work. The Owner will accept the lawns after a minimum of three (3) cuttings if a uniform cover of grass is established and is acceptable to Owner and Landscape Architect. If a uniform stand of

grass is not established, contractor shall continue maintenance and cutting until lawn is accepted.

4. If an infestation of weeds or crab grass develops prior to acceptance of the lawn, the Contractor shall treat the infestation by hand weeding or chemical control. The chemical control shall be furnished and installed by the contractor as recommended by the manufacturer and approved by the Landscape Architect. At least two weeks shall elapse after chemical control is applied before a request or inspection for acceptance is made to the Landscape Architect.

3.4 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:
   1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over a 10 square foot and bare spots not exceeding 5 by 5 inches.
   2. Use specified materials to reestablish turf that does not comply with the requirements and continue watering and maintenance until turf is satisfactory.
   3. If the lawn is not acceptable after 18 months, the owner shall contract with an independent contractor, of their choosing, to complete the work.

3.5 CLEAN UP AND DISPOSAL

A. Remove from the site all equipment, materials, and debris resulting from construction work including this section. Leave work area neat and clean and in a condition acceptable by the Landscape Architect and School District. All work shall be complete, ready for use, at the time of final acceptance.

END OF SECTION 32 9227