

ADDENDUM NO. 1

Issue Date: August 16, 2023

Project Name: Berkley Schools
Hurley Field Athletic Improvements 2023-2024
Berkley, MI

This Addendum is issued prior to the receipt of Bids to clarify, modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections. This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents. All requirements contained in the Contract Documents shall apply to this Addendum. All incidental work necessary to complete the work shall be included in the Contractor's Proposal even though not particularly mentioned. Parts of the Specifications and Drawings referred to herein supersede previously issued data and shall form a part of the Bid Documents.

Receipt of this Addendum should be noted on the proposal form; failure to do so may subject Bidder to disqualification.

NEW OR REVISED DOCUMENTS ISSUED WITH THIS ADDENDUM

Project Manual Documents: 00 1115 Scope of Work, 00 4200 Proposal Form, 00 7400 AIA Agreement, 01 2300 Alternates, 32 1724 Track Markings

Drawings: L1.01 Demolition Plan, L1.02 Site Plan, L1.03 Dimension Plan
LD1.02 Track & Field Details, LD1.03 Track & Field Details

Sketches: None

PROJECT MANUAL DOCUMENTS DELETED OR REVISED

- Item No. 1 Refer to Section 00 1115 Scope of Work
- A. Remove & replace Alternate No. 1 from Site Work scope. No electrical/playclocks.
 - B. Remove Alternate No. 3 from Synthetic Turf scope.
- Item No. 2 Refer to Section 00 4200 Proposal Form
- A. Replaced Alternate No. 1
 - B. Deleted Alternate No. 3
- Item No. 3 Refer to Section 00 7400 AIA Contract
- A. Replaced AIA Contract A105-2017

- Item No. 4 Refer to Section 01 2300 Alternates
 - A. Replaced Alternate No. 1
 - B. Deleted Alternate No. 3
- Item No. 5 Delete Section 11 6847 Playclocks
- Item No. 6 Refer to Section 32 1724 Track Markings
 - A. Added submittal request

DRAWINGS DELETED OR REVISED

- Item No. 1 Reference: Drawing L1.01 Existing Condition & Demolition Plan (revised)
 - A. Revised drawing includes the following:
 - 1. Added removal of existing 8' ht. chain link fence section for installation of pedestrian gate
 - 2. Added removal of existing 16' ht. chain link fence and posts adjacent to existing shot put area
- Item No. 2 Reference: Drawing L1.02 Site Plan (revised)
 - A. Revised drawing includes the following:
 - 1. Added 4' wide, 8' ht. Pedestrian Gate
 - 2. Removed two (2) proposed Play Clocks from contract
- Item No. 3 Reference: Drawing L1.03 Dimension Plan (revised)
 - A. Revised drawing includes the following:
 - 1. Added Pedestrian Gate detail call-out
- Item No. 4 Reference: Drawing LD1.02 Track and Field Details (revised)
 - A. Revised drawing includes the following:
 - 1. Revised detail 9 to remove proposed electrical conduit
- Item No. 5 Reference: Drawing LD1.03 Track and Field Details (revised)
 - A. Revised drawing includes the following:
 - 1. Added detail 14, Pedestrian Gate

END OF ADDENDUM NO. 1

cc: FDI File

ec: Planholder List, Berkley Schools

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

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 be aware of and include the cost for, all State and Local laws, 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/subcontractors shall coordinate and cooperate with other contractors for expedient completion of the work of this project.
5. 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.
6. 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.
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. 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.
9. All excess materials shall be legally disposed of off-site unless indicated otherwise.
10. Milestone Schedule. All trades will be required to confirm a detailed schedule prior to award of this contract.

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

PROPOSAL A: SITE WORK

CM Supplementary Conditions
General Conditions
Division 1 General Requirements
Division 2 Existing Conditions

	Specification Section	02 3208	Soil Borings
	Specification Section	02 3223	Aggregate Test Results
	Specification Section	02 4113	Demolition
	Specification Section	03 3000	Cast In Place Concrete
	Specification Section	03 3053	Concrete Turf Anchor
	Specification Section	06 1050	Turf Wood Nailer
	Specification Section	11 6840	Field Event Construction
	Specification Section	11 6847	Play Clocks
	Specification Section	27 5119	Field Utility Boxes
	Specification Section	31 1000	Site Preparation
	Specification Section	31 2010	Earthwork
	Specification Section	31 3219	Geotextile Fabric
	Specification Section	31 3500	Slope Protection & Erosion Control
	Specification Section	32 1123	Aggregate Drainage Layer
	Specification Section	32 1124	Aggregate Base Course
	Specification Section	32 1217	Hot Mix Pavement - Track
	Specification Section	32 1831	Shot Put Material
	Specification Section	32 9119	Topsoil
	Specification Section	32 3100	Chainlink Fence
	Specification Section	32 9227	General Lawn Restoration
	Specification Section	33 4413	Manholes, Catchbasins and Similar Structures
	Specification Section	33 4416	Utility Trench Drain
	Specification Section	33 4615	Subdrainage Systems – Turf Drain tile

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Coordinate work with other trades on site.
4. 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 a clean condition at all areas on site and free from dirt, mud, and gravel.
5. **Schedule and provide any chemical testing the landfill may require.**
6. **Provide all permits required as part of this work. Contractor shall provide an allowance in the amount of \$5,000.00 for permits and inspections. Provide supporting documentation related to fees incurred. Unused monies will revert back to Owner.**
7. **Contractor shall provide an allowance in the amount of \$20,000.00 to be used toward undercut, if found to be necessary during proof-roll. Provide supporting documentation related to fees incurred. Unused monies will revert back to Owner.**

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

8. Furnish and install track protection as detailed. Track protection shall remain onsite for the duration of the project and usable by all trades. Contractor shall remove track protection upon completion of project.
9. Provide catch basin inlet protection fabric and silt fence as required.
10. Preserve radius point markers as indicated.
11. Provide all demolition as noted on the plans. Work includes but not limited to: track surface and asphalt, synthetic turf, heaved fence posts, **16' x 80LF fence in existing shot put area**, and utility boxes as indicated on drawings.
12. Remove existing aggregate on field as noted on plans in preparation for new performance shock pad.
13. **Provide an allowance of 100lf of wood nailer for removal/replacement with bid. Any quantities added or removed from scope of work will be added/credited using Unit Price provided with Bid.**
14. Clean debris from sumps and powerflush drainlines within D-zone space intended for demolition.
15. Re-plumb existing goalposts and provide new access boxes as indicated on plans.
16. Furnish and install new pre-manufactured utility boxes as indicated on plans.
17. Provide new free draining aggregate base fines material as indicated.
18. Adjust rim elevations of existing drainage structures as noted on drawings.
19. Provide sawcutting of existing trench drain/curb in preparation for new D-zone construction.
20. Provide all earthwork as shown unless specifically noted to be completed by others. Work includes but not limited to rough grading, subgrade fine grading and finish grade fine grading.
21. Conduct string check of completed aggregate base with Landscape Architect and Turf Installer. String check must be completed before base can be accepted for synthetic turf installation. Contact Foresite Design Project Manager 72 hours prior to anticipated completion date to coordinate the string check.
22. Protect existing asphalt/concrete from damage by equipment.
23. Remove and legally dispose of all excess materials and debris generated by scope of work, including topsoil, unless noted to stockpile.
24. Provide necessary dewatering associated with this work division.
25. Saw cut and remove existing asphalt and/or concrete paving (walks, parking areas and driveways) as necessary.
26. Provide temporary pavement measures for vehicle or walkway traffic.
27. Provide all labor and equipment necessary for the complete site demolition as shown within the Construction Limits unless specifically noted to be completed by others. Work includes but not limited to: landscaping, concrete, asphalt, fencing, stone, topsoil and unsuitable soil. Prepare and proof roll sub-grades, including sub-grade for paving and site concrete contractors. Work includes necessary backfill from footing removal.
28. Prepare and proof roll sub-grades, including sub-grade for paving and site concrete contractors.
29. Perform earthwork as necessary to establish grades, and site grading to within 0.1 feet of the sub-grades indicated.
30. Provide all earthwork as shown unless specifically noted to be completed by others. Work includes but not limited to rough grading, compacting and re-compacting, subgrade fine grading and positive drainage swales to existing and proposed catch basins as shown on drawings.
31. Furnish and install new site utilities as shown. Work includes, but not limited to, perforated drintile and drainage structures as noted on plans.
32. Provide labor, materials and equipment necessary for a complete installation of aggregate stone base and asphalt paving.
33. Protect finished asphalt from excessive damage while completing specified work, including limiting dirt and debris onto surface.
34. Furnish and install new drainage utilities, including drainage structure and perforated drintile.
35. Provide and install new shot put and discus field event areas and equipment specified.
36. **~~Alternate No. 1: Furnish and install (2) play clocks and electrical service to them.~~**

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

37. **Alternate No. 1: Peel off track surface and leave asphalt intact on the running track. South D-Zone is still to be fully reconstructed with trench drains being installed.**
38. Provide new topsoil and seed to restore all disturbed lawn areas.
39. Provide electronic copies of submittals as noted in specifications. If submittals comply with specifications, "Material Compliance Certificate" shall be used.
40. Provide all required closeout documents upon completion of project.

Excluded Work:

1. Synthetic Turf and Pad
2. Track Surface and Markings

PROPOSAL B: SYNTHETIC TURF

CM Supplementary Conditions

General Conditions

Division 1 General Requirements

Division 2 Existing Conditions

Specification Section 32 1818

Synthetic Turf

Specification Section 32 1852

Performance Shock Pad

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work. Layout points of reference will be provided prior to commencement of work.
3. Coordinate work with other trades on site.
4. Contractor shall provide (1) representative to "string-line check" the aggregate base planarity with Proposal A Contractor and Architect. Once installation of this category's work takes place, this Contractor acknowledges acceptance of the provided grades.
5. Provide electronic copies of submittals as noted in specifications.
6. Provide all labor, materials and equipment necessary for installing new pre-manufactured shock attenuation pad.
7. Provide all labor, materials and equipment necessary for a complete installation of the synthetic turf system as shown on the plans and specified.
- ~~8. **Alternate No. 3: Provide alternate design (with claw marks) in lieu of base bid design.**~~
9. Provide inlaid game lines and markings as shown. Line packages include football and soccer.
10. Furnish and install logos and lettering as noted.
11. Furnish and install infill system as specified.
12. Include all required testing and warranties.
13. Furnish attic stock of materials in the amounts indicated in the specifications.
14. Clean up and remove from site all debris associated with this work. Include sweeping of parking lots and public and private streets.
15. Provide all required maintenance and OEM manuals for project closeout.
16. **Note:** Milestone Schedule. This trade will be required to confirm a detailed schedule prior to award of this contract.

PROPOSAL C: TRACK SURFACE

CM Supplementary Conditions

General Conditions

Division 1 General Requirements

Division 2 Existing Conditions

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

Specification Section	32 1724	Track Markings
Specification Section	32 1826	All-Weather Synthetic Track Surface

General Scope of Work:

1. Requirements of items included under General Work to be completed by all contractors.
2. Provide engineering and layout as required to complete this work.
3. Coordinate work with other trades on site.
4. Contractor responsible to powerwash/powervac debris from track and field event pavement prior to installation of new surfacing.
5. Provide and install all-weather track surface to track and Field Event Runways.
6. **Alternate No. 2: Provide and install Black structural spray in lieu of base bid Navy Blue structural spray.**
7. Contractor is responsible for protection of the fencing, bleachers, and miscellaneous site features during spray applications.
8. Provide track markings as specified. Contractor shall coordinate markings with Owner prior to application.
9. Provide paw print painting in the track surfaced D-zone as noted on drawings.
10. 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 a clean condition at all areas on site and free from dirt, mud, and gravel. Include sweeping of parking lots and public and private streets.
11. Provide all required closeout documents upon completion of project.
12. Provide five sets of material submittal for approval.
13. **Note:** Milestone Schedule. This trade will be required to confirm a detailed schedule prior to award of this contract.

SECTION 00 1115
SCOPE OF WORK
ADDENDUM NO. 1

THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

PROPOSAL FOR: **Hurley Field Athletic Improvements 2024
Berkley Schools**
2301 Robina Avenue
Berkley, MI 48072

PROPOSAL TO: **Berkley Schools**
14501 Talbot
Oak Park, MI 48237

Attn: Larry Gallagher

ARCHITECT: FORESITE DESIGN, INC
3269 Coolidge Highway
Berkley, MI 48072
248-547-7757
Email: blemons@foresitedesign.com

SUBMITTING CONTRACTOR: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

1. BASE PROPOSAL

I have carefully examined the bidding documents which include the Instructions to Bidders, all General Conditions and Supplemental Conditions, all drawings title " Berkley 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, all utilities, transportation services and taxes for the general construction as indicated under each proposal in accordance with said documents.

Within one (1) hour after the completion of the opening of the bids, the Contractors who submitted the apparent low bid 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 Contractor fails to submit such a list within the required time, bid may be deemed not responsive.

A. PROPOSAL _____ COMPLETE

PROPOSAL _____: BASE BID \$ _____

(written sum) Dollars

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

B. COMBINATION BID FOR CATEGORIES _____ & _____ COMPLETE

\$ _____

Dollars

(written sum)

C. TURF & TRACK BIDDERS: Provide **cost** to develop PMS 282 Blue and PMS 222 Maroon in lieu of standard Blue and Maroon, and to provide a sample to the school:

\$ _____

D. TURF & TRACK BIDDERS: Provide **timeline** required to develop PMS 282 Blue and PMS 222 Maroon in lieu of standard Blue and Maroon, and to provide a sample to the school:

_____ Weeks

E. TURF & TRACK BIDDERS: Provide **cost** to supply PMS 282 Blue and PMS 222 Maroon in lieu of standard Blue and Maroon for installation on the field/track.

\$ _____

F. TURF & TRACK BIDDERS: PROVIDE SAMPLES WITH BID OF STANDARD COLORS.

2. ALTERNATES

The Undersigned further proposes to execute the work specified in the respective technical division or indicated on the drawings for the sum added to (unless otherwise noted) the Base Proposal Amount as stated below:

- A. **ALTERNATE No. 1 (SITE WORK):** State the cost to be DEDUCTED FROM the Base Bid to remove track surface and leave asphalt intact on existing running track. South D—Zone is still to be fully removed and reconstructed.

DEDUCT \$ _____

- B. **ALTERNATE No. 2 (TRACK SURFACE):** State the cost to be ADDED TO OR DEDUCTED FROM the Base Bid Proposal for the complete installation of Black structural spray in lieu of Navy Blue structural spray.

ADD or DEDUCT \$ _____

3. 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.

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

A.

Add to or Delete from Base Proposal Amount: \$ _____

B.

Add to or Delete from Base Proposal Amount: \$ _____

C.

Add to or Delete from Base Proposal Amount: \$ _____

4. 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.

5. TAXES

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

6. 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 _____

7. 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.

8. UNIT PRICES

All unit prices quoted shall include the sum total of all additional costs of labor, material, overhead, profit, fees, general conditions, and such other costs incidental to the work described. Any increase

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

in cost must be approved by the Owner in writing prior to work being performed.

For all revisions involving the deletion of Contract work, it is agreed that full credit shall be given the Owner for such work deleted on a unit basis as quoted hereinafter.

UNIT PRICING BID PROPOSAL A (SITE WORK)

A.	2" X 4" Wood Nailer	\$ _____	Per lineal foot (lf)
B.	Synthetic Turf Removal & Disposal	\$ _____	Per square foot (sf)
C.	Aggregate Stone Removal (1" depth)	\$ _____	Per square yard (sy)
D.	Finishing Stone	\$ _____	Per ton
E.	1'10" x 1'10" pre-manufactured utility box	\$ _____	Per unit (ea)
F.	15"x18" pre-manufactured utility box	\$ _____	Per unit (ea)
G.	6" Reinforced Concrete	\$ _____	Per square foot (sf)
H.	21AA Limestone	\$ _____	Per ton
I.	4E1 Asphalt (Virgin)	\$ _____	Per ton
J.	5E1 Asphalt (Virgin)	\$ _____	Per ton
K.	Trough Drain	\$ _____	Per lineal foot (lf)
L.	Undercutting (trucked offsite)	\$ _____	Per cubic yard (cy)
M.	6" Perforated Drintile	\$ _____	Per lineal foot (lf)
N.	6" Schedule 40 PVC	\$ _____	Per lineal foot (lf)
O.	Geotextile Fabric	\$ _____	Per square yard (sy)

UNIT PRICE BID PROPOSAL B (SYNTHETIC TURF SURFACE)

A.	Pre-manufactured shock pad	\$ _____	Per square foot (sf)
B.	Silica Sand	\$ _____	Per pound
C.	Infill Rubber	\$ _____	Per pound
D.	Synthetic Turf System with Infill	\$ _____	Per square foot (sf)

UNIT PRICING BID PROPOSAL C (TRACK SURFACE)

A.	½" All-Weather Surface w/ Black SS	\$ _____	Per square yard (sy)
----	------------------------------------	----------	----------------------

Any increased cost based on the unit prices must be approved by Owner's written change order prior to starting work. Quantities must be confirmed by a Testing Agency or Architect and the Owner.

9. LIQUIDATED DAMAGES PROVISION

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, the following liquidated provisions apply. 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.

A. SITE OBSERVATION FEE

If the Contractor fails to obtain the Certification of Substantial Completion for the Project by the Project Completion Date (as adjusted pursuant to this paragraph), the Contract Sum

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

payable to the Contractor will be reduced in the amount of \$1000.00 for each day that the issuance of the Certificate of Occupancy exceeds the Project Completion Date, weather permitting and through no fault of the Owner or Foresite Design, Inc.

10. 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.

11. PROPOSAL GUARANTEE (BID BOND)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"

Amount: 5% of contract sum

12. CONTRACT SECURITY (Performance and Labor & Material Payment Bond)

Is required: Refer to AIA Document A701-1997 "Instruction to Bidders"

Amount: 100% of contract sum

13. 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.

14. 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.

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

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.

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

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: _____

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner and any employee of the vendor/contractor and any member of the Berkley School District Board of Education or the Berkley School District Superintendent must be accompanied with the bid/proposal.

Bids and Proposals without this disclosure statement will not be accepted.

The members of the Berkley School District Board of Education are: **Roger Blake, Jason Deneau, Barrie Frankel, Ron Justice, Keith Logsdon, Sarah Mountain, and Mike Tripp.**
The Berkley School District Superintendent is **Mr. Scott Francis.**

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

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Attach additional pages if necessary to disclose all familial relationships.

☐ **There are no familial relationships that exist** between the owner and any employee of the vendor/contractor and any member of the Berkley School District Board of Education or the Berkley School District Superintendent.

The undersigned, the owner or authorized representative of bidder _____ does hereby represent and warrant that the disclosure statements herein contained are true.

Signature of Bidder Representative

Print Name

Title

This instrument was acknowledged before me in _____ County, Michigan, on the

_____ day of _____, by

_____.

(month/year)

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

(Notary name)

Notary Public - Signature

Acting in the County of: _____

My commission expires: _____

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

AFFIDAVIT OF COMPLIANCE – CRIMINAL BACKGROUND

The undersigned, the owner or authorized officer of the below-named vendor/contractor (the "Vendor/Contractor"), pursuant to the criminal background compliance certification requirements of the Berkley School District (the "School District") hereby represents and warrants that the Vendor/Contractor has performed and/or will perform, sufficient criminal background checks for all of its owners, employees, agents, representatives, vendors/contractors and or other personnel who will be on any School District premises to carry out the services contemplated by the Contract Documents. The Vendor/Contractor further hereby certifies that no owner, employee, agent, representative, vendor/contractor and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of a "Listed offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722.

The Vendor/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.

Vendor/Contractor:

Name of Vendor/Contractor

By: _____

Its: _____

Date: _____

This instrument was acknowledged before me in _____ County, Michigan, on the _____ day of _____, by _____.

(month/year) *(Notary name)*

Notary Public - Signature

Acting in the County of: _____

My commission expires: _____

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT
Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named vendor/contractor (the “Vendor/Contractor”), pursuant to the compliance certification requirement provided in the Berkley School District’s (the “School District”) Request for Proposals for (the “RFP”), hereby certifies, represents and warrants that the Vendor/Contractor (including its officers, directors and employees) is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Vendor/Contractor is awarded a contract as a result of the aforementioned RFP, the Vendor/Contractor will not become an “Iran linked business” at any time during the course of performing any services under the contract.

The Vendor/Contractor 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 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the School District’s 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 the person has submitted the false certification.

Vendor/Contractor:

Name of Vendor/Contractor

By: _____

Its: _____

Date: _____

This instrument was acknowledged before me in _____ County, Michigan, on the _____ day of _____, by _____.

(month/year) *(Notary name)*

Notary Public - Signature

Acting in the County of: _____

My commission expires: _____

END OF SECTION 00 4200

SECTION 00 4200
PROPOSAL FORM
ADDENDUM NO. 1

THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 00 7400
AGREEMENT BETWEEN OWNER AND CONTRACTOR
ADDENDUM NO. 1

The "Agreement between Owner and Contractor", AIA Document A105 - 2017 Edition, is attached after this section.

END OF SECTION 00 7400

DRAFT AIA® Document A105™ – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «» day of «» in the year «2023»
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Berkley School District
14501 Talbot
Oak Park, Michigan 48237 »

and the Contractor:
(Name, legal status, address and other information)

«»

for the following Project:
(Name, location and detailed description)

«Berkley School District
Sinking Fund Projects – Hurley Field
Athletic Improvements 2023 »

The Architect:
(Name, legal status, address and other information)

«Foresite Design, Inc.
3269 Coolidge Highway
Berkely, Michigan 48072 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
5	INSURANCE
6	GENERAL PROVISIONS
7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall faithfully and competently complete the Work described in this Agreement, including all Exhibits or documents incorporated herein by reference (hereinafter collectively referred to as the “Agreement” or “Contract”), the Conditions of the Contract (General, Supplementary and other Conditions), the Request For Proposals dated _____, 2023 including any Addenda, the Advertisement For Bids, Instructions to Bidders, Drawings and Specifications the Contract Documents, or as reasonably inferable as necessary or incidental, to produce the results intended by the Contract Documents (collectively the “RFP”), which is attached hereto as **Exhibit A**, as well as in the Contractor’s Proposal in response to the RFP dated _____, 2023, including the Post-Bid interview documents dated _____, 2023 (collectively the “Proposal”), which is attached hereto as **Exhibit B**, which Proposal is incorporated herein by reference (except to the extent any exceptions contained in the Contractor’s Proposal are not expressly accepted by the Owner in writing or incorporated into this Agreement). In the event of any inconsistency or ambiguity between this Agreement and the Contractor’s Proposal, the terms that are more favorable to the Owner shall govern. The Contract Documents consist of:

- .1 this Agreement signed by the Owner and Contractor;
- .2 all Drawings and Specifications prepared by the Architect, for construction for the Project, referenced herein, including (but not necessarily limited to) the following:

Drawings:

Number	Title	Date
Contained in the RFP		

Specifications:		
Section	Title	Pages
Contained in the RFP		

.3 addenda prepared by the Architect as follows:

- .3 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .4 other Contract Documents, if any, identified as follows:

«**Exhibit A** – Owner’s RFP
Exhibit B – Contractor’s Proposal
Exhibit C – Project Preliminary Major Milestone Schedule
Exhibit D – Contractor’s Certificate of Insurance and Bonds »

§ 1.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both. Nothing in this Section 1.2, however, shall relieve the Contractor of any of its obligations under the Contract Documents. Other conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

- .1 the specific shall govern over the general;
- .2 specified dimensions shown on the Drawings shall govern, even though they may differ from dimensions scaled on the Drawings, if any;
- .3 Drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard detail;
- .4 Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail;
- .5 documents of later date shall always govern; except that the Agreement shall govern over all other documents, regardless of their dates; and
- .6 in the event of any inconsistency or ambiguity between this Agreement and the Contract Documents, the terms that requires a higher standard of performance by the Contractor shall prevail.

§ 1.3 Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. On certain Contract Documents, only a portion of the detail may be fully shown and the remainder indicated in outline, in which case the general detail shall be understood as also applying to other like portions of the Work.

§ 1.4 The organization of the Specifications into divisions, sections, and/or articles, and the arrangement of the Drawings, shall not dictate to the Contractor in any way how the Work is to be divided among Subcontractors, or establish the extent of Work to be performed by any trade. Similarly, the organization of the Contractor's duties into different phases or categories in the Agreement is for convenience only and shall not limit the generality of the Contractor's obligation to provide all of the services whenever necessary.

§ 1.5 All references in the Contract Documents to standards (such as commercial standards, federal specifications, trade association standards or similar standards), whether for materials, processes, assemblies, workmanship, performance or any other purpose, shall mean, unless otherwise noted, the most recent available published version of such standard as of the date of that part of the Contract Documents bearing the reference. All standards referred to, except as modified in the Contract Documents, shall have the same force and effect as though printed therein. These standards will not be furnished to the Contractor, as the Contractor and all members of the construction team are required to be familiar with their requirements.

§ 1.6 Whenever a provision of the Contract Documents conflicts with agreements or regulations in force among members of trade associations, unions or councils, which regulate or distinguish the portions of the Work which shall or shall not be performed by a particular trade, the Contractor shall make necessary arrangements to reconcile the conflict without delay, damage, cost or recourse to the Owner. Delays in the Work resulting from the failure of the Contractor to use its best efforts to reconcile any such conflicts shall not result in an extension of the Project Schedule and shall not result in the increase of the Contract Sum.

§ 1.7 The Contractor acknowledges that there may be items of the Work, which the Contractor is responsible to provide under the Agreement that are not drawn or specified in the Design but are necessary for the proper execution and completion of the Work and are consistent with and reasonably inferable from the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of the commencement of the Work shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

«The Date of the Commencement of the Work is on or after _____, 202_. Notwithstanding the foregoing, Contractor may not commence the Work on the Project until after insurance certificates and bonds, if applicable, are delivered to the Owner.»

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[☐] Not later than ☐ (☐) calendar days from the date of commencement.

[☒] By the following date: «100% Completion for the Project described in this Agreement is to be no later than _____, 202_.»

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«The total Lump Sum amount is _____ and _____ /100 Dollars (\$ _____). The total Lump Sum amount includes all Work and costs associated with such Work per this Agreement and as detailed in the RFP, and is broken down as follows: _____
»

- § 3.2** The Contract Sum does not include the following alternates, which are described in the Contract Documents and may be accepted by the Owner in writing; provided, however, that the Contractor shall furnish the Owner with not less than fourteen (14) days' prior written notice of the date upon which any of the alternates set forth below in this Section 3.3 must be accepted by the Owner in order for the Contractor

to perform the Work covered by such alternates for the price set forth below in this Section 3.3 and without any adjustment to a milestone date or in the Contract Time.

<u>Item</u>	<u>Price</u>

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«Alternate # _____»

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

<u>Item</u>	<u>Price</u>

§ 3.4.1 Use of any Allowance shall be at the sole direction and written approval of the Owner. Costs allocated against an Allowance shall exclude overhead and profit; any overage on an Allowance, shall be calculated by adding the Contractor's Actual Cost for labor and material plus the Contractor's overhead and profit as defined in Section 10.1.

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<u>Item</u>	<u>Units and Limitations</u>	<u>Price per Unit (\$0.00)</u>

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

§ 4.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Provided that a complete Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of undisputed portions of the certified amount to the Contractor not later than the last day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than «forty-five» (45) days after the Architect certifies the Application for Payment.

§ 4.1.3 Retainage. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «ten» percent (10»%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «ten» percent (10%);
- .3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment.

§ 4.1.4 The progress payment amount determined in accordance with Section 4.1.3 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

«0» % «Zero Percent»

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than the minimum coverages indicated in Section 5.1.7 below.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than the minimum coverages indicated in Section 5.1.7 below.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.7, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than the minimum coverages indicated in Section 5.1.7 below.

§ 5.1.6 The Owner shall purchase and maintain a property insurance written on a builder's risk "all-risk" or equivalent form in the amount and with deductibles determined by the Owner. Except as otherwise provided in the Contract Documents, if the property insurance requires deductibles, the Contractor shall be responsible to pay costs, resulting from the acts or omissions of the Contractor and its subcontractors, not covered because of such deductibles.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage and Limits

Workers' Compensation

Statutory

Employer's Liability:

Bodily Injury by Accident:

\$1,000,000.

Bodily Injury by Disease, Policy Limit

\$1,000,000.

Bodily Injury by Disease, Each Employee

\$1,000,000.

General Liability:

Each Occurrence (Bodily Injury and Property Damage)

\$1,000,000.

Personal & Advertising Injury	\$1,000,000.
Medical Payments Coverage	\$5,000.
Fire Damage Liability	\$100,000.
General Aggregate	\$2,000,000.
Products & Completed Operations Aggregate	\$2,000,000.
Excess Umbrella Liability:	
Each Occurrence	\$1,000,000.
General Aggregate	\$1,000,000.
Automobile Liability:	
a. Bodily Injury - Each Person	\$1,000,000.
Each Accident	\$1,000,000.
b. Property Damage – Each Accident	\$1,000,000.
or	
c. Combined Single Limit – Each Accident	\$2,000,000.
(Bodily Injury and Property Damage)	
Pollution Liability	
Each Pollution Event	\$1,000,000.
Policy Aggregate	\$2,000,000.

Contractors shall provide the insurance indicated above or an amount equal to 20% of the Contract Sum, whichever is greater, for General Liability and Excess Umbrella Liability.

§ 5.1.8 Contractor shall and shall require all Subcontractors and/or their agents to name Owner and Architect and their respective directors, officers, and employees as additional insureds on General Liability, Umbrella / Excess Liability, Automobile Liability policies.

§ 5.1.9 Insurance coverage and surety bond required under this Agreement shall be written with insurance and surety carriers authorized to do business in the State of Michigan. Insurance coverage and surety bonds shall be in a form and provided by an insurer acceptable to the Owner with an A.M. Best rating of A, XII or better.

§ 5.1.10 The Contractor shall furnish payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source, and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum. The Contractor shall deliver the required bonds to the Owner at least three (3) days before the commencement of any Work at the Project site. The Contractor shall only subcontract with Subcontractors that are trustworthy, financially able, and have a track record in successfully completing trade works of similar size and complexity.

§ 5.1.11 Insurance coverages, shall be written on an occurrence basis, and shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. If Professional Liability Insurance coverage is required under this Agreement, Contractor shall maintain its Professional Liability Coverage without interruption for a period of not less than the Statute of Limitation and Statute of Repose periods in the state where the Project is located after the Project's relevant Date of Substantial Completion or the last day service is rendered by the Contractor on the Project, whichever shall be the later. The Contractor shall notify the Owner any disruption in coverage occurs and shall provide "tail coverage" at no cost to the Owner.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance, however, the Contractor shall be responsible to pay costs resulting from the acts or omissions of the Contractor and its subcontractors not covered because of any deductibles.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, the Contractor shall provide certificates of insurance showing its coverages. The Owner may require additional proof of coverage in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of the insurance in strict compliance with the requirements of this Agreement shall be condition precedent to Owner's obligation to make any payment under this Agreement.

§ 5.5 The Contractor and each member of the construction team shall be solely responsible for insuring against any loss or damage to all owned, borrowed or rented property, including but not limited to tools, materials, supplies, equipment, forms, scaffolding, towers, staging, bunkhouses and other temporary structures including their contents, which do not form a permanent part of the Project. The Owner shall in no event be liable for any loss or damage to any of the aforementioned items, or the Work connected with the Contractor, or employees, agents or servants of same, which is not to be included in and remain a permanent part of the Project.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" consists of all goods and services such as labor, transportation, materials, tools, and equipment (i) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (ii) required of the Contractor under the Contract Documents, or (iii) necessary or appropriate to fully construct, fixture, operate and maintain the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. The term "Work" also shall include labor, materials, equipment, and services provided or to be provided, by Subcontractors, Sub-Subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the property of the Owner at the conclusion of the Project, or termination of the services of the Contractor, whichever is earlier, and shall be delivered to the Owner clearly marked and identified in good order. The Owner may use the Documents in connection with the Project, including maintenance, repair, or expansion of the Project or as a reference for other projects, but the Contractor and the Contractor's Architect shall incur no liability for the Owner's use of the Documents other than in connection with the Project, and the Owner hereby releases the Contractor from any loss or damage, including attorneys' fees, incurred solely as a result of Owner's use of the Documents other than in connection with the Project, or as a reference for other projects, if and only if the Contractor and/or its Architect is not involved in such use.

§ 6.5 Consent, Approve, Satisfactory, Proper, and As Directed

The words "consent," "approved," "satisfactory," "proper," "as directed," any derivatives of them, or similar terms, mean written approval by the Owner, and may include approval of the Architect if the Owner so directs. Except where a different standard is specifically established, the Owner has the right to grant or withhold such approval in its sole discretion.

§ 6.6 Provide

The word "provide" and any derivatives thereof, and similar terms, mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Contract Documents.

§ 6.7 Knowledge

The terms "known," "knowledge," "recognize," "believe," and "discover," and any derivatives thereof and similar terms, when used in reference to the Contractor, shall mean that which the Contractor knows or should reasonably know, recognizes or should reasonably recognize, and discovers or should reasonably discover in exercising the care, skill, and diligence required of the Contractor by the Agreement. The expression "reasonably inferable" and similar terms mean reasonably inferable by a Contractor familiar with the Work and exercising the care, skill and diligence required of the Contractor by the Agreement.

§ 6.8 Including

The word "including" shall not be a word of limitation, but instead shall be construed as introducing one or more nonexclusive examples.

§ 6.9 Abbreviations

Words or abbreviations that are not defined but have well-known technical, trade or construction industry meanings, shall have those meanings ascribed to them. The singular shall include the plural and vice versa. Pronouns are interchangeable. The word "person" includes human beings and recognized legal entities. Unless the context clearly requires otherwise, reference to a Section shall include all subsections beneath it bearing identical introductory numbers.

§ 6.10 Access and Cooperation

§ 6.10.1 The Owner shall cooperate with the Contractor and shall provide the Contractor reasonable access to the premises for the performance of the Contractor's Work and duties under this Agreement. Owner shall not intentionally interfere with the Work of the Contractor or any of its subcontractors.

§ 6.10.2 Contractor shall provide the Owner in writing critical dates when Owner supplied materials and equipment are to be on the job site when Contractor is to install such materials and equipment. The Owner shall provide such materials on the job site by such dates. The Owner is responsible for the condition, performance, and warranty of Owner supplied materials. The Contractor shall be responsible for properly installing such materials and equipment in accordance with the manufacturer's specifications. The Contractor shall be responsible for the condition, performance and warranty of the materials and equipment if the Contractor damages or improperly installs such materials and equipment.

§ 6.10.3 If the Contractor will require use of the Owners' utilities during construction. The Owner shall bear the cost of utilities. The Contractor shall exercise reasonable care to protect and use of such utility services; and shall bear full responsibilities to damages caused due to Contractor's acts or omissions.

§ 6.10.4 The Contractor will place construction Project and safety signs at the Project to provide identification for resident and occupant safety, deliveries and subcontractors. The signs will meet OSHA and MIOSHA requirements and be removed upon completion and Owner taking occupancy of the Project.

§ 6.11 Deliveries. Contractor shall protect and secure materials and equipment delivered to and stored at the Project site and Work that are completed from theft, vandalism, fire etc. Contractor shall carry insurance for loss due to Contractor's failure to protect and secure materials and equipment on the job site or due to Contractor's acts or omissions.

§ 6.12 Subcontractors. At times Contractor may employ trade specialists, laborers, vendors, and other forces (Subcontractors) to perform various aspects of the Work. The Contractor shall, at all times, be fully responsible for the Work and conduct and acts and omissions of its Subcontractors.

§ 6.12.1 By written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Subcontracts shall include the following sentence: "Owner is an intended third-party beneficiary of this Subcontract." Sub-Subcontracts and Supply Contracts shall be subject to identical conditions, except: (i) suppliers that are not performing any Work on the Project Site are not subject to the insurance requirements described in Article 11; and (ii) Subcontractors and Sub-Subcontractors may satisfy the insurance requirements described in Article 5 by being named as an additional insured under the Contractor's insurance policies or, in the case of a Sub-Subcontractor, by being named as an additional insured under a Subcontractors' insurance policies.

§ 6.12.2 Upon request, the Contractor shall deliver a copy of any Subcontract, Sub-Subcontract or Supply Contract to the Owner.

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all required surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, or fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is corrected, or correct the deficiencies with the Owner's own forces; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of any other rights of the Owner under this Agreement. The Owner's right to stop the Work shall not relieve the Contractor of any of the Contractor's responsibilities or obligations under or pursuant to the Contract Documents.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor fails, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the Owner to commence and continue correction of such failure, default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, including any claim against the Contractor's Performance Bond, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.5 Owner's Approval

Notwithstanding anything to the contrary contained in this Agreement, Owner's review and/or approval of any documents or other matters required herein shall be for the purpose of providing the Contractor or Architect with information as to Owner's objectives and goals with respect to the Project and not for the purpose of determining the accuracy and completeness of the Work. In no way should any review and/or approval Owner alter the Contractor's responsibilities under this Agreement.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated its observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect and the Owner.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly, but not more than thirty (30) days, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and acceptance Contractor's construction schedule or Project Schedule for the Work. The Project Schedule is the Critical Path Method ("CPM") schedule for construction of the Work submitted as part of the Contractor's Contract Sum Proposal, prepared by the Contractor and accepted by the Owner. The Project Schedule can be modified only by Change Order. Following any such modification, the term "Project Schedule" shall mean the most recent Owner-approved version. The Preliminary Project Milestone Schedule is listed in **Exhibit C**, which is attached hereto and made a part of this Agreement.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall employ and assign to the Project a competent and experienced superintendent to be on-site at all times to supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. The Contractor shall inspect the Work of the trade contractors on the Project as it is being performed until final completion and acceptance of the Project by the Owner to ensure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, including the Contract Documents, the Owner shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the trade contractors(s) to take appropriate corrective action, and advise the Owner of the corrective action.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of Subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

§ 8.5.1 The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to

the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.5.2 The Contractor shall provide a two (2) year limited warranty for all materials, equipment and work performed by the Contractor and/or its Subcontractors. Within the terms of the limited warranty, the Contractor shall remedy any defects due to faulty materials, workmanship, or negligence of the Contractor which are made known to the Contractor in writing, within two (2) years of the completion of the job. All materials are guaranteed for a minimum of two (2) years, or longer as specified, and all materials are warranted by the manufacturer and will be replaced according to the terms of their warranty by the Contractor without charge.

§ 8.5.3 Money being withheld for a warranty or disputed item shall not exceed twice the value of the warranty item (material and labor).

§ 8.5.4 Upon completion of any remedial work, the two (2) year warranty period in this Article 8 shall begin anew with respect to the materials, equipment and/or work requiring remedy.

§ 8.6 Taxes

The Contractor shall pay, and include in the Contract Sum, all sales, consumer, use, franchise, commercial activities, and similar taxes that are legally required when the Contract is executed. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from any assessment and payment of the same.

§ 8.7 Permits, Fees, Licenses and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work or as required by the Contract Documents. The Contractor, and all its Subcontractors of any tier, shall maintain at all time the required licenses and registrations required to perform the Work.

§ 8.7.2 The Contractor shall strictly comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect and the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

§ 8.11.1 General Clean Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.11.2.1 Final Clean Up

Unless the Contract Documents require a higher standard, the Contractor shall leave all Work installed or modified under the Agreement and all existing materials and surfaces affected by the Work and each area of the Project Site clean to the satisfaction of the Owner. This shall include at a minimum: complete dusting, sweeping, vacuuming, mopping, polishing, and other activities as necessary to remove all dust, dirt and other construction residues, and removal of all tools and equipment, construction debris, rubbish, and surplus materials.

§ 8.11.2.2 Immediately before turning any portion of the Project over to the Owner, the Contractor shall have all glass cleaned by professional window washers. Care shall be taken not to scratch any glass. Acid or other cleaning material which will injure or mar the surface or adjacent Work will not be allowed. Any damage resulting from glass cleaning shall be corrected by the Contractor, including the furnishing of new glass of same character and quality or the replacement of other Work damaged or disturbed.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from and against any and all claims, suits, debts, demands, actions, judgments, liens, costs, expenses, damages, losses, injuries and liabilities, expenses, including but not limited to actual attorneys' fees and actual expert witness fees, arising out of or in connection with Contractor's resulting from performance of the Work pursuant to this Agreement and/or from Contractor's violation of any of the terms of this Agreement, including, but not limited to: (i) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, successors, assignees, subcontractors, consultants and agents; (ii) any breach of the terms of this Agreement by the Contractor, its officers, directors, employees, successors, assignees, subcontractors, consultants and agents; (iii) any violation or breach of any applicable Federal, State or local law, rule, regulation, ordinance, policy and/or licensing and permitting requirements applicable to providing the services; or (iv) any breach of any representation or warranty by the Contractor, its officers, directors, employees, successors, assignees, subcontractors, consultants and agents under this Agreement. The Contractor shall notify the Owner by certified mail, return receipt requested, immediately upon actual knowledge of any claim, suit, action, or proceeding for which the Owner may be entitled to indemnification under this Agreement. This Section shall survive the expiration or earlier termination of this Agreement and shall not be limited by the Contractor's Insurance obligations contained in this Agreement.

In addition, to the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner its Board of Education, its Board Members, in their official and individual capacities, its administrators, employees, agents, contractors, successors and assignees, from any claim, damage, loss, injury or expense, including but not limited to actual attorney fees, incurred by the Owner related to any Hazardous Material or potentially Hazardous Material, waste, toxic substance, pollution or contamination brought into the Project Site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect shall make timely recommendations to the Owner regarding the rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect may require inspection or testing of the Work in accordance with the provisions of the Contract Document, whether or not such Work is fabricated, installed, or completed.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by the Contractor and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted by Change Order accordingly, in writing. If the Owner changes the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit as mutually agreed to by both parties in writing. Changes in the Work shall not be performed by Contractor without the Owner's authorization to proceed.

§ 10.2 The Architect may authorize or order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 Materially Different Conditions

§ 10.3.1 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to reasonable adjustment as mutually agreed to by both parties in writing.

§ 10.3.2 As a professional familiar and accustomed to Project complexity of the type of Work, the Contractor has inspected the Owner's premises and the Contract Documents prior to submitting its proposal and agreeing to the terms of this Agreement (including, but not limited to, terms regarding time and compensation). Upon discovery of conditions the Contractor believes materially differ from those in the Contract Documents, Contractor shall immediately notify the Architect and the Owner, in accordance with Article 10, if additional cost or time is required to remedy such conditions. Owner shall have the right to inspect the discovered hidden conditions, to determine if the Contractor should have reasonably anticipated such conditions before agreeing to a change order for additional work. Contractor will not be entitled to compensation for differing conditions that are removed which the Contractor failed to notify the Owner and offered the Owner opportunities to inspect/verify the condition.

§ 10.4 The Contractor shall not be entitled to any extension of time change to the Contract Sum unless it is included in an authorized change order signed by the Owner and Architect. The Contractor shall submit a written change order request within lesser of twenty-one (21) days after the Contractor discovers or the time the Contractor should have discovered, with the exercise of appropriate diligence, the cause giving rise to the potential change. The Contractor's failure to strictly comply with this Section 10.4 shall constitute a waiver of and shall forever bar any recover for additional time or compensation for the circumstances giving rise to the potential change.

§ 10.5 In no event shall the Contractor be entitled to receive, and the Contractor hereby waives the right to receive any payment or any extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with any such Work. Only the Owner shall have the right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing an addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or Contract Time..

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment as mutually agreed to by both parties in writing.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

§ 11.4 The Contractor shall provide notice in writing to the Owner of a potential claim for a delay related adjustment to the Contract Sum or Contract Time within five (5) days of start of any delay and shall request in writing all changes to the Contract Time and Contract Sum within twenty-one (21) days after cessation of the delay. Changes to the Contract Sum shall be limited to Owner caused delays that impact the Project's Critical Path and limited to the costs set forth in Sections 11.5 and 11.6 resulting from the delay. The Contractor's failure to strictly comply with this Section 11.4 shall constitute a waiver of and shall forever bar any recover for additional time or compensation for the delay.

§ 11.5 No Damage for Delay. Except only as provided in Section 11.4, in no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay. In no event shall the Contractor be entitled to recover special, incidental, or consequential damages including without limitation, loss of anticipated profits, revenue, or use of capital.

§ 11.6 In the event of Owner Delay, the Contractor may be entitled to an equitable adjustment in the Contract Sum. This adjustment shall be based solely upon and limited to additional direct out-of-pocket expenses to the extent they are incurred directly as a result of the Owner Delay and shall be mutually agreed to by the Parties. Without limiting the generality of the foregoing, such out-of-pocket expenses shall be calculated on an "actual cost" basis, and shall exclude home office expense and other overhead, profit and the value of lost opportunities. However, the Contractor shall use its best efforts to avoid or reduce delay damages caused by Owner Delay.

§ 11.7 All float time in the Construction Schedule shall be shared by the Owner and Contractor or otherwise used for the benefit of the Project.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, Subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing. Payment to Contractor for materials stored off site is discouraged. Contractor shall prepare the Application for Payment using AIA Standard Form G-702 and G-703 accompanied by required conditional and unconditional lien releases from the Contractor, Subcontractors, suppliers, and delivered to the Architect for review and approval.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.2.3 Contractor's first Application of Payment is considered incomplete unless in addition to the requirements described in Sections 12.2.1 through 12.2.2, all of the following completed items are also included with the Application of Payment: (1) Performance and Payment Bonds, if required; (2) Certificate of Insurance, as required;

(3) Affidavits that the surety and insurance company or companies meets the requirements in Article 5; (4) Construction schedule for the Project; (5) Completed Schedule of Value for the Project.

§ 12.2.4 In addition to the requirements described in Section 12.2.1 through 12.2.2, all Applications for Payment shall also include:

- .1 a Schedule of Values that updated all approved Change Order amounts added and deducted, if applicable, since the last Application for Payment;
- .2 an updated Project construction schedule that shows actual progress of the Work through the period covered by the current Application for Payment, and clearly identifying any portion of the Work that is behind schedule (if any portion of Work that is behind schedule, the Contractor shall also include with the Application for Payment a schedule recovery plan to bring the Work back on schedule in the next thirty (30) days);
- .3 a duly executed and acknowledged sworn statement in statutory form and acceptable to the Owner with all information provided, together with properly notarized sworn statements, current through the previous draw, from the Contractor and all of the Subcontractor; and
- .4 except as otherwise provided, duly executed unconditional releases in the form required by the Owner establishing payment or satisfaction of all obligations as reflected on the sworn statements, provided, however, that the Contractor may furnish with each Application for Payment applicable waivers of lien or releases and properly notarized sworn statements covering the immediately preceding Application for Payment, as opposed to the current Application for Payment, (i.e., thirty (30) day lag), provided Final Payment shall not be forthcoming until final construction lien waivers or releases from all members of the Construction Team have been delivered.

§ 12.2.5 The Owner shall have the right to withhold sufficient amount from the Application for Payment for unacceptable, defective, deficient, or non-conforming Work ("Disputed Work") after notifying the Contractor. The Contractor shall promptly remedy the Disputed Work. Owner shall promptly render payment for such Disputed Work after the Contractor has cured and the Owner has accepted the remedied Disputed Work.

§ 12.3 Certificates for Payment

The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor; or for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment for undisputed sums in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each Subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a Subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 Except with the Owner's prior approval the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 12.4.6 Whenever the Owner reasonably determines, after notice to the Contractor, that there is a basis for concern that payments properly owing to any Subcontractor of any tier, supplier or laborer are not being made on a timely basis, the Owner may elect, but shall not be obligated, to make payments to the joint order of the Contractor and such Subcontractor, supplier or laborer with any such payments satisfying any payment obligation otherwise owing by the Owner to the Contractor. The Owner may also elect at any time to require that payments be made through a construction escrow, in which event the Contractor shall supply all customary forms and indemnities as may be required to satisfy the conditions to disbursement established by the applicable escrowee. All requirements relating to payments and retainages, and applicable submittals to be made by the Contractor, shall be subject to reasonable modification and approval of any lender of the Owner supplying funds to the Project.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 Amounts withheld from the final payment to cover any incomplete work are not considered retainage and shall not be paid to the Contractor until the Work is actually completed and accepted by the Owner. Such withholdings shall not be less than 150% of the estimated cost to complete the Work.

§ 12.6.5 The Owner shall have the right to deduct from the Final Payment due the Contractor all costs, including additional fees paid to Owner's consultants, which the Owner incurred as result of and attributed to Contractor's failure to fully complete and/or closeout the Project within sixty (60) days following Substantial Completion.

§ 12.6.6 Unless otherwise agreed to by the Owner, in writing, the Owner shall not be responsible for costs incurred by the Contractor beyond sixty (60) days following Substantial Completion for the Contract Sum that is based on the Cost of the Work plus Contractor's Fee.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

§ 13.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

§ 13.2 The Contractor shall take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent fire damage to any construction work, building materials, equipment, temporary field offices, storage sheds, and all other property. The Contractor shall provide necessary personnel and fire-fighting equipment to effectively control fires resulting from welding, flame cutting, or other operations involving the use of flame, sparks, or sparking devices. During such operations, all highly combustible or flammable materials shall be removed from the immediate working area. If removal is impossible the same shall be protected with fire blankets or suitable non-combustible shields. The Contractor shall maintain free access to the building areas for fire-fighting equipment and shall at no time block off main roadways or fire aisles without providing adequate auxiliary roadways and means of entrance for fire-fighting equipment, including heavy fire department trucks, where applicable. The Contractor shall at all times cooperate with the Owner and keep the municipal fire department informed of the means of entrance and

changes to roadways or fire aisles as needed to provide fire department access to or around to Project site. The Contractor shall maintain during construction an appropriate number of fire extinguishers to meet Factory Mutual (FM) requirements. Fire extinguishers shall be in good working order, conveniently located, clearly visible, and readily accessible for proper protection of the Work.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of two (2) years after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.1.2 The Contractor shall not assign the whole or any part of the Agreement, or any monies due or to become due, without the express written consent of the Owner. If the Contractor, with the Owner's consent, assigns all or any part of the Agreement or any monies due or to become due, the instrument of assignment shall contain a clause satisfactory to the Owner and stating that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to the prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in the Agreement.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Suspension by the Owner and Termination by the Contractor

The Owner may suspend the Work at anytime for any reason. If the Work is suspended for more than twenty one (21) consecutive days, the Contractor shall be entitled to an equitable adjustment in the Contract Sum, subject to mutual agreement of the parties. If the Architect fails to certify payment as provided in Section 12.3 for a period of thirty (30) days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of thirty (30) days, the Contractor may, upon thirty (30) additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, on the portion of the Work completed to the date of termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished and determination of the sum due pursuant to Section 16.2.4.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.2.5 If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience, subject to the provisions of Section 16.3.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work properly executed prior to termination.

§ 16.4 In the event of any termination, the Contractor's and Subcontractor's obligations related to insurance, indemnity, and confidentiality shall survive.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

«§ 17.1 The Contractor shall inspect the Work as it is being performed until final completion and acceptance of the Project by the Owner to assure that the Work performed and the materials furnished are in accordance with the Contract Documents and that Work on the Project is progressing on schedule. In the event that the quality control testing should indicate that the Work, as installed, does not meet the requirements of this Project, the Architect shall determine the extent of the Work that does not meet the requirements and the Contractor shall direct the trade contractors(s) to take appropriate corrective action, and advise the Owner of the corrective action.

§ 17.2 The Contractor shall provide daily full-time, on-site field supervision during the entire construction phase. The Contractor agrees to assign the following listed Project team members, as listed in their respective capacities to the Project:

Staff Name	Assignment	Contact Information – Mobile Phone & e-Mail
------------	------------	---

Contractor shall promptly notify the Owner if services of any one of the listed team members become unavailable due to circumstances beyond the Contractor's control – e.g., extended illness or disability, death, or termination of employment, etc. No substitution of any of the above listed project team members shall be made without the prior written consent of the Owner; and before any such substitution the Contractor shall submit to the owner a detailed justification supported by the qualification of any proposed replacement. Owner shall have the right to interview and select alternate team member(s) employed by the Contractor to replace the unavailable team member. Contractor shall agree to provide the services of the alternate team member(s) selected by Owner. Contractor is not entitled to additional compensation for any such substitution(s) of the Project team members. The Owner reserves the right to require the replacement of any or all of the above listed team members for cause; and the Contractor shall provide suitable replacement or replacements upon two (2) weeks' notice, subject to interview and acceptance by the Owner.

§ 17.3 As part of Contract Sum, the Contractor shall conduct a post-occupancy audit eleven (11) months and twenty-three (23) months following the Date of Substantial Completion and thereafter provide call-back services for a period of twenty-four (24) months.

§ 17.4 Notwithstanding anything regarding hazardous materials, the Contractor acknowledges and fully understands that the scope of this Work includes the proper removal and proper disposal of all hazardous materials, including but not limited to any construction debris containing asbestos, PCBs, etc., as required by applicable federal, state, and local laws, rules, regulations and directives by governmental agencies having jurisdiction over the Project and Project site.

§ 17.5 If any provision of this Agreement shall be held to be illegal, invalid or otherwise unenforceable by law, the remainder of this Agreement shall not be affected thereby and each provision, term, covenant or condition of this Agreement shall be enforced to the fullest extent permitted.

§ 17.6 The Contractor shall comply with the Owner's Policies and Procedures, which will be made available to the Contractor upon request, while on the Project site.

§ 17.7 Dispute Resolution

§ 17.7.1 Alternative Dispute Resolution

§ 17.7.1.1

Within ten (10) business days of receipt of a written notice of Claim, the parties to a Claim shall attempt in good faith to resolve it promptly by escalating the Claim to persons who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement ("Negotiation"). If the parties agree on the method of resolving such claim, such method shall be embodied in a written agreement signed by the Owner and the Contractor. Any Claim, dispute, or other matter in question arising out of or related to this Agreement and not resolved by Negotiation shall be subject to Alternative Dispute Resolution (ADR) as a condition precedent to binding dispute resolution, pursuant to Section 17.7.1.3.

§ 17.7.1.2 On those occasions when Negotiation does not resolve the Claim, the parties to this Agreement shall be compelled to seek an alternative means of resolving the dispute as a condition precedent to litigation.

Therefore, the parties agree to the following terms and conditions:

.1 The parties shall designate, by mutual agreement, an independent mediator who shall convene a meeting of the parties within a period of fourteen (14) days of the later of the initial meeting between the parties or the date notice was given pursuant to Section 17.7.1.1.

The mediator shall render his/her decision within fourteen (14) days of said meeting;

.2 The purpose of the mediation is to attempt to resolve the dispute between the parties.

The mediator shall not be empowered with the authority to render a binding opinion or award; the confidentiality of mediation shall be governed by the Michigan Court Rules and the Michigan Rules of Evidence;

.3 In the event the independent mediator's attempt to resolve the dispute between the parties fails, then each party will be free to pursue recovery of claims at law;

.4 During the pendency of this alternative dispute resolution process, the parties agree that the statute(s) of limitations applicable to all Claims that are the subject of this process shall be tolled.

.5 Should a party's claim also concern claims against or by the architect then Owner may include the Architect in the alternative dispute resolution process.

.6 The Contractor shall continue providing all services during any dispute, including during the alternative dispute resolution process.

§ 17.7.1.3 The parties shall share the mediator's fee.

The Alternative Dispute Resolution shall be held in the place where the Owner is located, as indicated on page one of this Agreement, unless another location is mutually agreed upon.

§ 17.7.2 If the parties do not resolve a dispute through Negotiation or Alternative Dispute Resolution pursuant to this Article 17, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Litigation in a court in accordance, unless otherwise mutually agreed to by the parties.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

§ 17.7.3 In the event the parties resort to a court, and to the extent permitted by law, the parties hereby:

.1 Irrevocably consent and submit to the jurisdiction of any Federal, state, county or municipal court sitting in the State of Michigan, County of Wayne, in respect to any action or proceeding brought therein concerning any matters arising out of or in any way relating to this Agreement;

.2 Expressly waive any rights pursuant to the laws of any other jurisdiction by virtue of which exclusive jurisdiction of the courts of any other jurisdiction might be claimed;

.3 Irrevocably waive all objections as to venue and any and all rights it may have to seek a change of venue with respect to any such action or proceeding;

.4 Agree that any final judgment rendered in any such action or proceeding shall be conclusive and may be entered in any other jurisdiction by suit on the judgment or in any other manner provided by law and expressly consent to the affirmation of the validity of any such judgment by the courts of any other jurisdiction so as to permit execution thereon.

§ 17.8 Notice

§ 17.8.1 All notices or other communications hereunder to either party shall be (1) in writing, and, if mailed, shall be deemed to have been given on the earlier of actual receipt by the intended recipient or on the third business day after the date when deposited in the United States mail by registered or certified mail, postage pre-paid, or by personal delivery, Federal Express or other recognized and reputable overnight courier, addressed as hereinafter provided, and (2) addressed as follows:

§ 17.8.2 If to the Owner:

The Owner's Designated Representative:

Mr. Lawrence J. Gallagher
Deputy Superintendent of Finance, Facilities and Operations
14501 Talbot
Oak Park, Michigan 48237

§ 17.8.3 If to the Contractor:

The Contractor's representative:

(Name, address, email address, and other information)

§ 17.8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 17.9 The Contractor shall notify the Owner in the event of a potential or actual: (a) material change in ownership of the Contractor; (b) intent to dissolve; or (c) intent to otherwise cease active participation in the Project's local marketplace (collectively a "Material Change in Circumstances"). A Material Change in Circumstances shall include any other change that could reasonably give rise to concern on behalf of the Owner regarding the Contractor's ability or willingness to fulfill any of its obligations under this Agreement. In the event of a Material Change in Circumstances, the Contractor shall provide any reasonable assurance or guarantee requested by Owner. Owner shall have the right to terminate this Agreement for cause in the event of a Material Change in Circumstances.

§ 17.10 The Owner, being a public body, shall render required decisions within a reasonable time after being requested to do so by the Contractor. The Contractor, assisted by the Architect, shall prepare and submit all recommendations for which approval is required by Owner as soon as reasonably possible unless another schedule is agreed to by the Owner, in writing. The Contractor shall not cause unreasonable delays in the orderly progress of Work.

§ 17.12 The Contractor shall develop a plan and to administer an effective labor relations program for the Project in order to ensure labor harmony and to avoid labor disputes during construction. The Owner does not and cannot require the Contractor to employ union labor on the Project. Therefore, if it is necessary that the Contractor enters into a project labor agreement to ensure labor harmony and avoid labor dispute during construction, the Contractor shall have the discretion to do so.

§ 17.13 **GOVERNMENT AGENCY'S IMMUNITY FROM TORT LIABILITY.** Notwithstanding any provisions within the Contract Documents, no provisions shall be deemed a waiver of any immunity granted the Owner, being a governmental unit, by statute, including, without limitation. (MCL 691.1407 / ORC 2743.02)

»

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

THIS PAGE IS INTENTIONALLY LEFT BLANK

SECTION 01 2300
ALTERNATES
ADDENDUM NO .1

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.

SECTION 01 2300
ALTERNATES
ADDENDUM NO .1

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.

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.~~ **Alternate No. 1 (Site Work): Provide deduct to remove track surface and leave asphalt intact on existing running track. South D—Zone is still to be fully removed and reconstructed.**
- B. Alternate No. 2 (Track Surface): Installation of Black structural spray in lieu of Navy Blue structural spray.

END OF SECTION 01 2300

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

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. Verify all-weather surface dimensions on plans, details, and field prior to track surface installation.

1.2 SCOPE

- A. The work under this section of the specifications shall consist of furnishing all labor, materials, equipment, transportation, and services necessary to complete the striping of track and field event markings.
- B. The track shall be marked for 8-42" lanes and include all event markings as recommended by National Federation of State High School Athletic Association and the Michigan High School Athletic Association.

1.3 SUBMITTALS

- A. Submit to the Landscape Architect upon notification of award of project, a drawing showing location of all proposed track markings and a chart with the appropriate colors to be used.
- B. Submit a drawing of the D-zone paw print stencil.
- C. Submit product literature for paint for prior approval from Landscape Architect. The paint must be recommended by the manufacturer of track surface.
- D. Upon completion, supply the Owner with all necessary as-built drawings showing color coded markings of each event.

1.4 ADDITIONAL MARKINGS

- A. The following Junior High School Events will also be installed:
 - 1. 55 Meter Hurdles
 - 2. 200 Meter Hurdles
 - 3. 70 Meter Dash

PART 2 - PRODUCTS

2.1 PAINT

- A. Paint shall be that material as recommended by the manufacturer of the track surface.
- B. No thinners shall be used.

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

PART 3 - EXECUTION

3.1 COMPUTATIONS

- A. Verify the locations of proposed events with the Owner.
- B. Calculations shall be made to the nearest 1/100,000th of a foot.
- C. Calculations of the angle shall be made to the nearest one second.
- D. Calculations shall be submitted to the Landscape Architect prior to the painting.
- E. Calculations shall be made by or certified by the engineer or surveyor completing the work.
- F. All measurements and tolerances shall conform with those recommended by the N.F.S.H.S.A. for track and field event layout.

3.2 LAYOUT

- A. Lines and markings shall be made by a competent, experienced and fully qualified Professional Engineer or Registered Land Surveyor.
 - 1. Locate and confirm both new radius points.
 - 2. Establish and set all necessary control points.
 - 3. Measurements shall be made on the track to the nearest 1/100th of a foot.
 - 4. Angles shall be set by using a transit or theodolite capable of reading direct to 20 seconds.
 - 5. The markings on the curve may also be set by using the chord length method.
 - 6. Measurements shall be made with an engineering steel tape in engineering scale.
 - 7. All markings shall be clearly identified and color coded for the painter to identify.

3.3 TRACK MARKINGS

- A. All markings shall conform with those recommended by the current requirements as published by the National Federation of State High School Association (NFSHA) for track and field event layout.
 - 1. Lanes and lines shall be 2" wide markings with color determined by Owner..
 - 2. Start and finish lines shall be 2" wide lines and shall be clearly marked with the start of said events.
 - 3. Exchange zones shall be indicated with triangles with a 41" base and 24" high with the base as the limits of the zone.
 - 4. Acceleration marks shall be a 2" wide by 4" long dash marked clearly in the center of the lane.
 - 5. Hurdle marks shall be 2" x 2" tic marks on the lane line on both sides of the lane.
 - 6. Lane numbers shall be not less than 42" high and located as directed by the Landscape Architect in four (4) locations. Numbers shall be in two (2) colors (shadowed background as selected by the Owner).
 - 7. Event identification shall be 4" letters stenciled below and to the right of each lane and mark.
 - 8. Scratch lines for the jumping events shall be 8" wide.
 - 9. All symbols shall have the proper color code for the event.
 - 10. Check marks for the long jump and pole vault events shall be included with bid, with the minimum requirements to include markings every 5' o.c. on the right side running direction

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

of runways. Coordinate exact frequency and locations with Athletic Department prior to striping.

11. Discus pad and shot put pad dimension boundaries shall be a 2" painted circle. See details for proper dimensions.

3.4 INSTALLATION

- A. No painting shall be performed when the velocity of the wind exceeds twelve miles per hour (12mph), unless the spray equipment is equipped with the proper air curtains.
- B. Day time temperature shall be a minimum of 50 degrees with nighttime temperatures above 45 degrees.
- C. Sunny skies with no forecast of rain for a minimum of 5 hours.
- D. Advertisement by track surface installer or track marking company shall not be permitted on finish surface.

****Contact the Athletic Department and verify all markings prior to installation.****

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

NAVY BLUE SURFACE

All Lanes
Common Finish
Common Exchange Zone

Per NFHS requirements
White
Green

EVENT	GRAPHIC SYMBOL	COLOR
70 M DASH	Start Line	White
100 M DASH	Start Line	White
200 M DASH	Start Line (1 turn stagger)	White
400 M DASH	Start Line (2 turn stagger)	White
800 M RUN	Alleys	Green
1600 M RUN	Alley Start	White
3200 M RUN	Alley Start	White
100 M HURDLES	Start Line Hurdle Location	White Yellow
110 M HIGH HURDLES	Start Line Hurdle Location	White Green
400 M RELAY 4 x 100	Start Line Exchange zone	White Yellow △
800 M RELAY 4 x 200	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Red △ Red△ Yellow △
1600 M RELAY 4 x 400	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Red△ Red/Green △ Red/Green △
3200 M RELAY 4 x 800	Waterfall Start Common Exchange Zone	White Green △
55 M LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Black
200 M INT/LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Green
300 M INT/LOW HURDLES	Start Line Hurdle Location	White Red
LANE NUMBERS	Primary Number Shadow	White Black

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

BLACK SURFACE (ALTERNATE NO. 2)

All Lanes
Common Finish
Common Exchange Zone

Per NFHS requirements
White
Green

EVENT	GRAPHIC SYMBOL	COLOR
70 M DASH	Start Line	White
100 M DASH	Start Line	White
200 M DASH	Start Line (1 turn stagger)	White
400 M DASH	Start Line (2 turn stagger)	White
800 M RUN	Alleys	Green
1600 M RUN	Alley Start	White
3200 M RUN	Alley Start	White
100 M HIGH HURDLES	Start Line Hurdle Location	White Yellow
110 M HIGH HURDLES	Start Line Hurdle location	White Blue
300 M INT/LOW HURDLES	Start Line Hurdle Location	White Red
400 M RELAY 4 x 100	Start Line Exchange Zone	White Yellow △
800 M RELAY 4 x 200	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Red △ Red △ Yellow △
1600 M RELAY 4 x 400	Start Line 1st-exchange zone 2nd-exchange zone 3rd-exchange zone	White Blue △ Blue △ Blue or Blue/Green Split △
3200 M RELAY 4 x 800	Waterfall Start Common Exchange Zone	White Blue or Blue/Green Split △
55 M LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Yellow
200 M INT/LOW HURDLES (Junior High Event)	Start Line Hurdle Location	White Red
LANE NUMBERS	Primary Number Shadow	White To Be Selected

SECTION 32 1724
TRACK MARKINGS
ADDENDUM NO. 1

END OF SECTION 32 1724

THIS PAGE IS INTENTIONALLY LEFT BLANK

BERKLEY SCHOOL DISTRICT

HURLEY FIELD TURF REPLACEMENT

Bid Release: AUGUST 9, 2023
Addendum #1: AUGUST 16, 2023

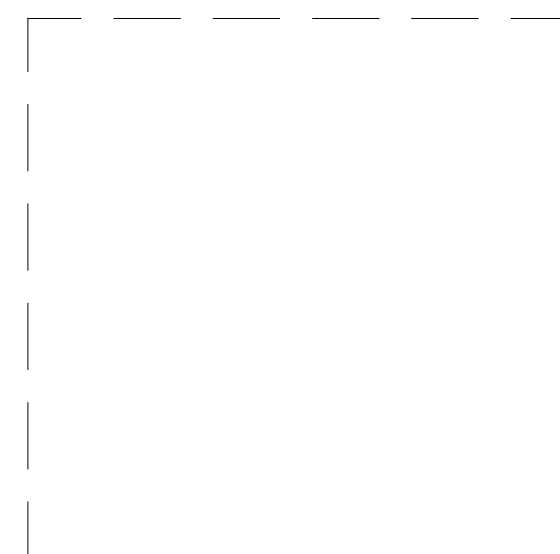
PROJECT ADDRESS

Anderson Middle School
3205 Catalpa
Berkley MI 48072

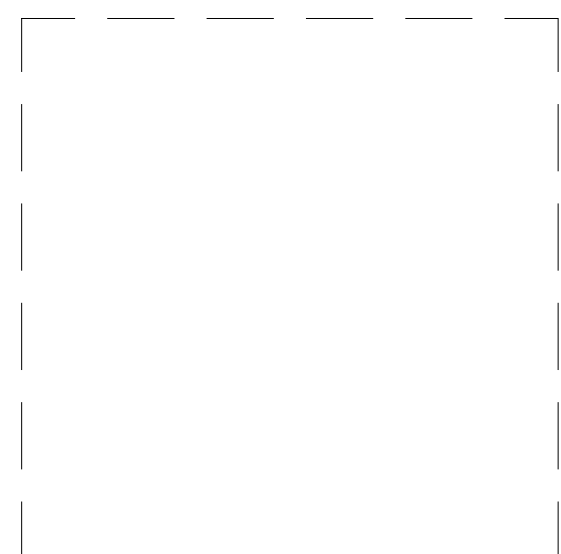
DRAWING INDEX

- L1.01 EXISTING CONDITION AND DEMOLITION PLAN
- L1.02 SITE PLAN
- L1.03 DIMENSION PLAN
- L1.04 GRADING AND UTILITY PLAN
- LD1.01 TRACK AND FIELD DETAILS
- LD1.02 TRACK AND FIELD DETAILS
- LD1.03 TRACK AND FIELD DETAILS
- LD1.04 FIELD GRAPHIC REFERENCE
- LD1.05 FIELD GRAPHIC DETAILS
- LD1.06 FOOTBALL DETAILS
- LD1.07 SOCCER DETAILS

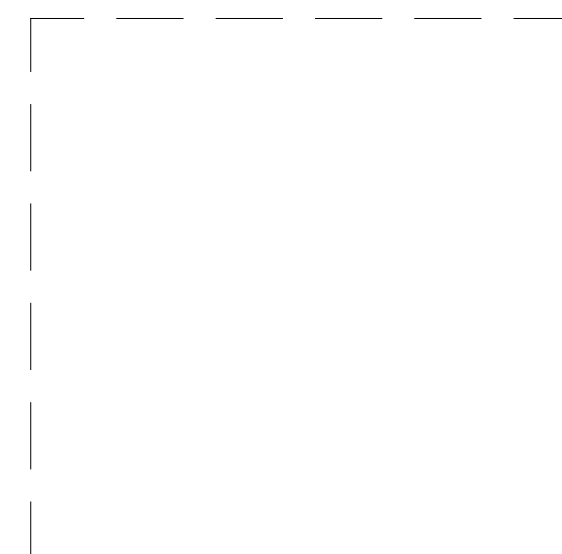
REGISTRATION SEALS:



LANDSCAPE
ARCHITECT

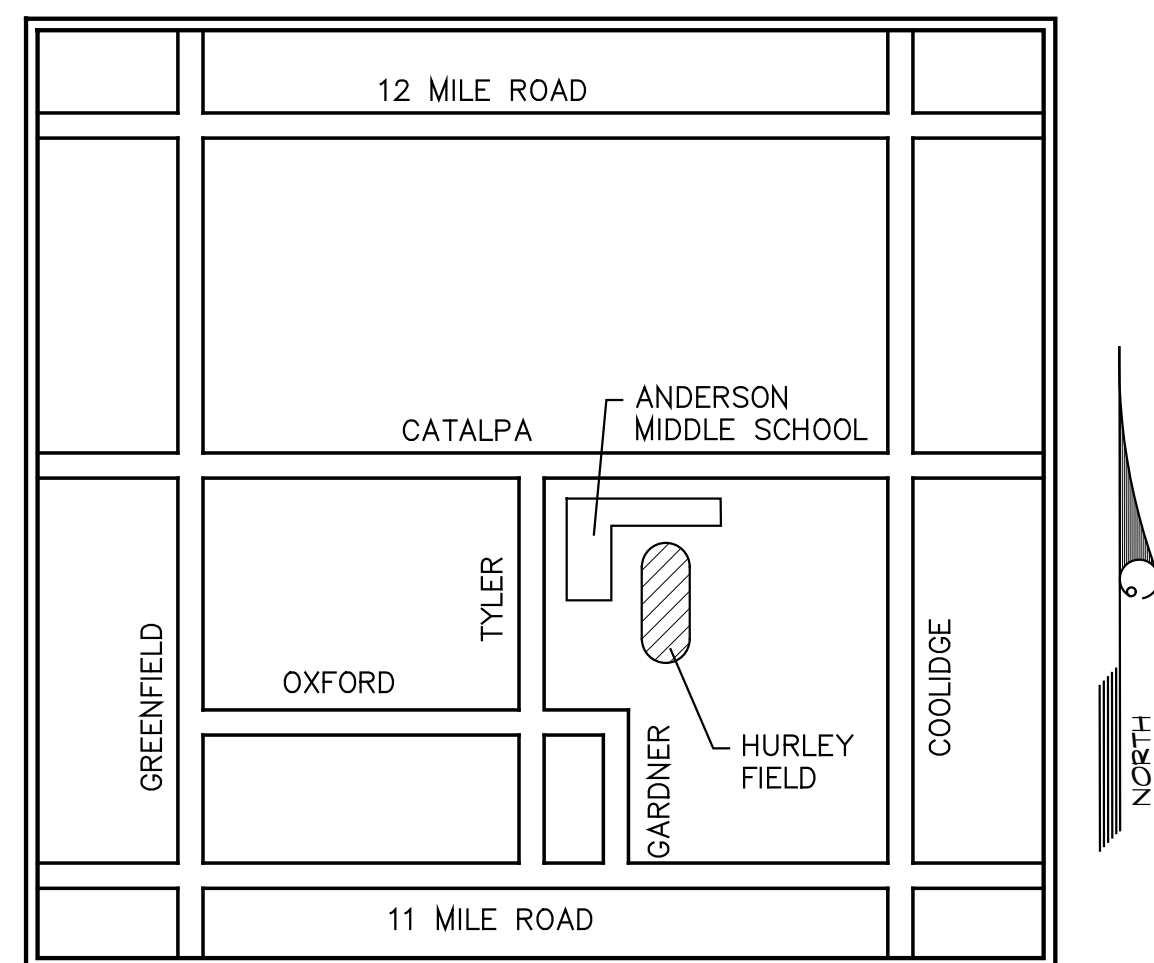


CIVIL
ENGINEER



ELECTRICAL
ENGINEER

LOCATION MAP



NOT TO SCALE

PROJECT TEAM

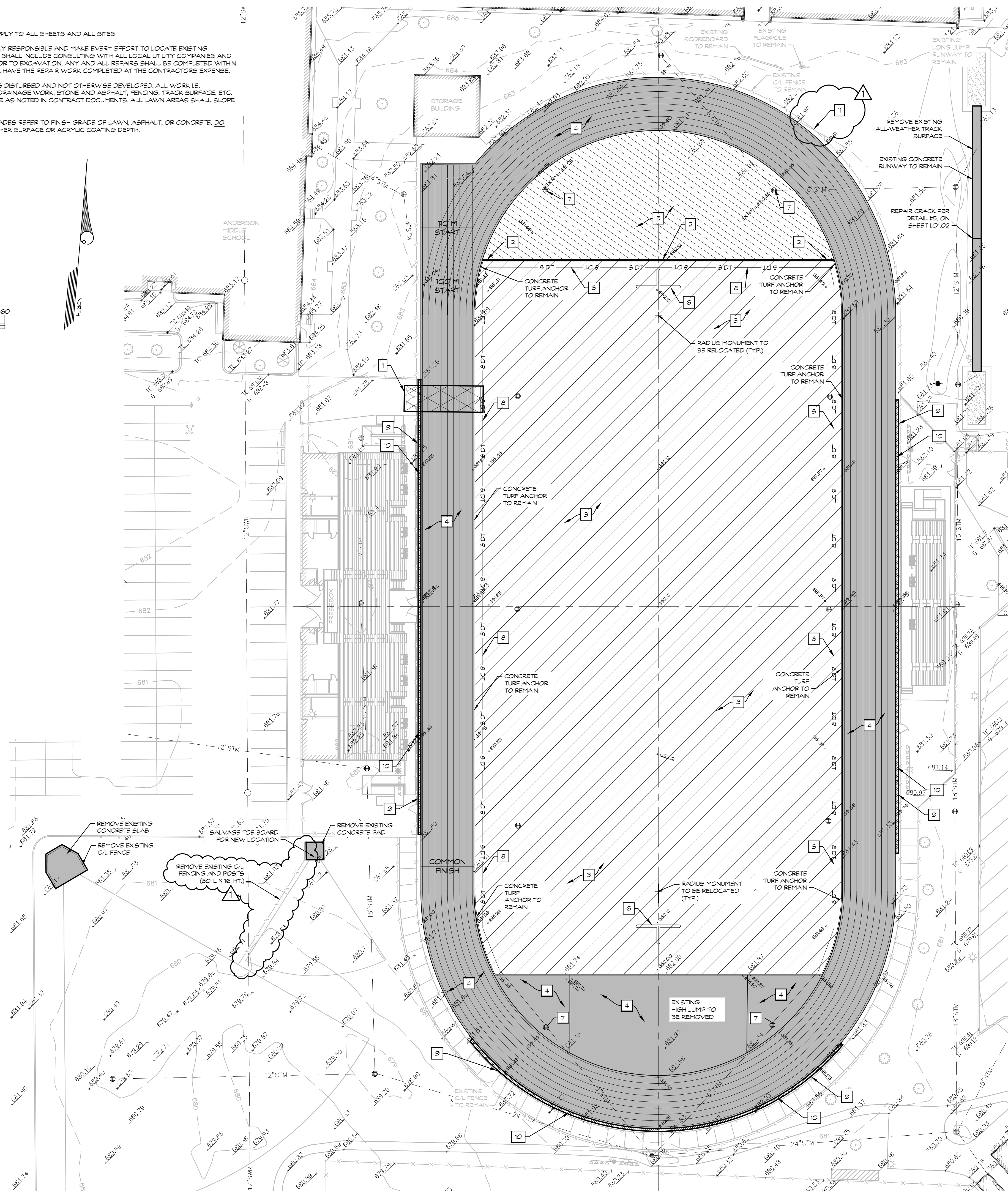
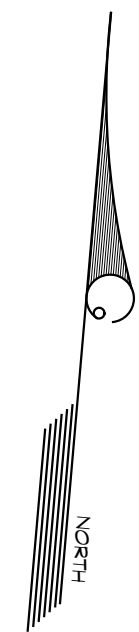
OWNER
Berkley School District
14501 Talbot Street
Oak Park, MI 48237

LANDSCAPE ARCHITECT
Foresite Design, Inc.
3269 Coolidge Hwy.
Berkley, MI 48072

NOTES

1. NOTES AND LEGEND SHALL APPLY TO ALL SHEETS AND ALL SITES
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND MAKE EVERY EFFORT TO LOCATE EXISTING UNDERGROUND UTILITIES. THIS SHALL INCLUDE CONSULTING WITH ALL LOCAL UTILITY COMPANIES AND USING A SIGNAL LOCATOR PRIOR TO EXCAVATION. ANY AND ALL REPAIRS SHALL BE COMPLETED WITHIN 48 HRS. OR THE OWNER SHALL HAVE THE REPAIR WORK COMPLETED AT THE CONTRACTORS EXPENSE.
3. TOPSOIL AND SEED ALL AREAS DISTURBED AND NOT OTHERWISE DEVELOPED. ALL WORK I.E. DEMOLITION AND REMOVALS, DRAINAGE WORK, STONE AND ASPHALT, FENCING, TRACK SURFACE, ETC. SHALL BE COMPLETED BY DATE AS NOTED IN CONTRACT DOCUMENTS. ALL LAWN AREAS SHALL SLOPE TO DRAINAGE STRUCTURES.
4. ALL CONTOURS AND SPOT GRADES REFER TO FINISH GRADE OF LAWN, ASPHALT, OR CONCRETE. DO NOT FACTOR IN THE ALL-WEATHER SURFACE OR ACRYLIC COATING DEPTH.

SCALE: 1"=30'



LEGEND

EXISTING

- SPOT ELEVATION
- FENCE
- DRAINAGE STRUCTURE
- STORM DRAIN
- LIGHT POLE
- ELECTRICAL
- WATER
- TELEPHONE
- IRRIGATION
- FLAT DRAIN
- 8" DT - 8" PERFORATED DRAINILE

PROPOSED

- SPOT GRADE
- TOP OF TRENCH ELEVATION
- TOP OF CURB ELEVATION
- TOP OF WALL ELEVATION
- FENCE - SEE PLANS FOR HT.
- DRAINAGE STRUCTURE
- STORM DRAIN
- FLAT DRAIN
- 6" PERFORATED DRAINILE
- 8" DT - 8" PERFORATED DRAINILE
- LIGHT POLE
- ELECTRICAL
- WATER
- TELEPHONE
- IRRIGATION
- LIMITS OF CONSTRUCTION
- C/L FENCE GATE
- ALL-WEATHER SURFACE OVER 4" ASPHALT OVER 6" 2100 LIMESTONE
- 4" ASPHALT OVER 6" 2100 LIMESTONE
- SYNTHETIC TURF
- SHOT PUT MATERIAL

DEMOLITION KEY:

- 1. EACH CONTRACTOR SHALL PROVIDE THEIR OWN BRIDGE CONSTRUCTION ENTRANCE ACROSS THE TRACK. BRIDGE ENTRANCE SHALL BE THE ONLY ACCESS ON THE FIELD. NO CONSTRUCTION TRAFFIC ALLOWED ON TRACK.
- 2. REMOVE AND DISPOSE EXISTING CONCRETE TURF ANCHOR.
- 3. REMOVE EXISTING SYNTHETIC TURF AND INFILL. TAKE CARE TO PRESERVE INTEGRITY OF EXISTING AGGREGATE BASE. EXCAVATE 12" OF EXISTING AGGREGATE MATERIAL AND INSTALL 1/2" 11 INCH OF AGGREGATE FINES. FINE GRADE TO MEET PROPOSED SLOPES AND GRADES.
- 4. REMOVE AND DISPOSE EXISTING ALL WEATHER SURFACE AND EXISTING ASPHALT.
- 5. REMOVE AND DISPOSE OF EXISTING ASPHALT AND STONE BASE COMPLETE.
- 6. EXISTING FOOTBALL GOAL POST TO REMAIN.
- 7. ADJUST EXISTING STRUCTURES PER DETAIL #7 & 8 on SHEET L01.01
- 8. POWER WASH ALL EXISTING COLLECTOR LINES.
- 9. SAWCUT EXISTING ASPHALT 6" FROM FENCE LINE.
- 10. REMOVE EXISTING ASPHALT BETWEEN SAWCUT AND TRACK EDGE

DEMOLITION NOTES:

1. IF SOIL BECOMES WET DURING EXCAVATION ACTIVITIES, CONTRACTOR SHALL IMMEDIATELY STOP WORK.
2. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PREVENT DISTURBANCE OF THE BASE AGGREGATE IN REGARD TO THE COMPACTION AND PLANARITY. LIGHT WEIGHT EQUIPMENT SHALL BE USED FOR ALL DEMOLITION. IT IS THE CONTRACTORS RESPONSIBILITY TO REPAIR ANY AREAS DEEMED DISTURBED BY THE LANDSCAPE ARCHITECT.
3. ALL MATERIAL DEMOLISHED SHALL BECOME THE PROPERTY OF THE CONTRACTOR EXCEPT SALVAGED MATERIAL AND SHALL BE REMOVED BY HIM FROM THE SITE OF THE WORK. ALL DEBRIS, REFUSE, ETC., SHALL ALSO BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.

ISSUED
8/8/2023
8/16/2023
BIR
ADDENDUM #1

REVISIONS

PROJECT

HURLEY FIELD
STADIUM
RENOVATION

OWNER

BERKLEY SCHOOLS

14501 TALBOT ST
OAK PARK, MI 48237

FORESITE
design

ATHLETIC FACILITY PLANNING * SITE PLANNING *
CONSULTING * LANDSCAPE ARCHITECTURE

3269 COOLIDGE HWY * BERKLEY, MI 48072
PH. 248.547.7757 * FAX 248.547.0218
WWW.FORESITEDESIGN.COM

DRAWINGS ARE PROPERTY OF FORESITE DESIGN, INC. AND ARE NOT TO BE USED, REPRODUCED, OR PUBLISHED IN PART OR WHOLE, WITHOUT EXPRESSED WRITTEN PERMISSION FROM FORESITE DESIGN, INC. COPYRIGHT 2023.

SHEET TITLE

EXISTING CONDITON &
DEMOLITION PLAN

DWN. BY	JB	CHK BY	BBL
DATE	08/08/2023	SCALE	

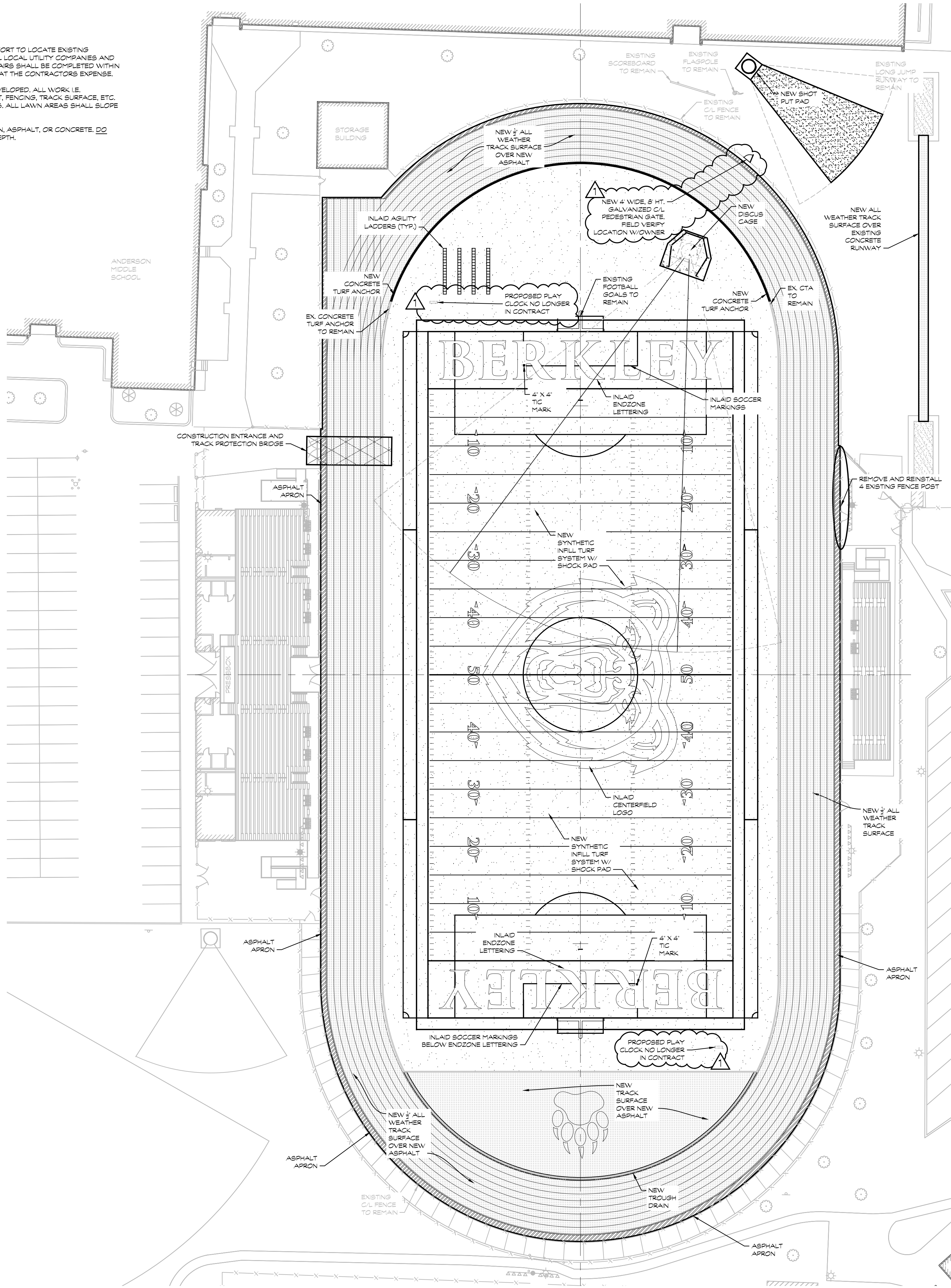
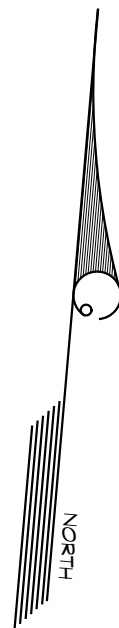
SHEET NO.

L1.01

NOTES

1. NOTES AND LEGEND SHALL APPLY TO ALL SHEETS AND ALL SITES
2. CONTRACTOR SHALL BE SOLELY RESPONSIBLE AND MAKE EVERY EFFORT TO LOCATE EXISTING UNDERGROUND UTILITIES. THIS SHALL INCLUDE CONSULTING WITH ALL LOCAL UTILITY COMPANIES AND USING A SIGNAL LOCATOR PRIOR TO EXCAVATION. ANY AND ALL REPAIRS SHALL BE COMPLETED WITHIN 48 HRS. OR THE OWNER SHALL HAVE THE REPAIR WORK COMPLETED AT THE CONTRACTORS EXPENSE.
3. TOPSOIL AND SEED ALL AREAS DISTURBED AND NOT OTHERWISE DEVELOPED. ALL WORK I.E. DEMOLITION AND REMOVALS, DRAINAGE WORK, STONE AND ASPHALT, FENCING, TRACK SURFACE, ETC. SHALL BE COMPLETED BY DATE AS NOTED IN CONTRACT DOCUMENTS. ALL LAWN AREAS SHALL SLOPE TO DRAINAGE STRUCTURES.
4. ALL CONTOURS AND SPOT GRADES REFER TO FINISH GRADE OF LAWN, ASPHALT, OR CONCRETE. DO NOT FACTOR IN THE ALL-WEATHER SURFACE OR ACRYLIC COATING DEPTH.

0 15 30 60
SCALE: 1"=30'



LEGEND

EXISTING

- SPOT ELEVATION
FENCE
DRAINAGE STRUCTURE
STORM DRAIN
LIGHT POLE
ELECTRICAL
WATER
TELEPHONE
IRRIGATION
FLAT DRAIN
8\"/>

PROPOSED

- 100.00 SPOT GRADE
TOP OF TRENCH ELEVATION
TOP OF CURB ELEVATION
TOP OF WALL ELEVATION
FENCE - SEE PLANS FOR HT.
DRAINAGE STRUCTURE
STORM DRAIN
FLAT DRAIN
6\"/>

ISSUED
8/9/2023
8/16/2023
BIP
ADDENDUM #1

REVISIONS

PROJECT

HURLEY FIELD
STADIUM
RENOVATION

OWNER

BERKLEY SCHOOLS

14501 TALBOT ST
OAK PARK, MI 48237

FORESITE
design

ATHLETIC FACILITY PLANNING *SITE PLANNING *
CONSULTING * LANDSCAPE ARCHITECTURE

3269 COOLIDGE HWY * BERKLEY, MI 48072
PH. 248.547.7757 * FAX 248.547.0218
WWW.FORESITEDESIGN.COM

DRAWINGS ARE PROPERTY OF FORESITE DESIGN, INC. AND ARE NOT TO BE USED, REPRODUCED, OR PUBLISHED IN PART OR WHOLE, WITHOUT EXPRESSED WRITTEN PERMISSION FROM FORESITE DESIGN, INC. COPYRIGHT 2023.

SHEET TITLE

SITE PLAN

DWN. BY JB CHK. BY BBL

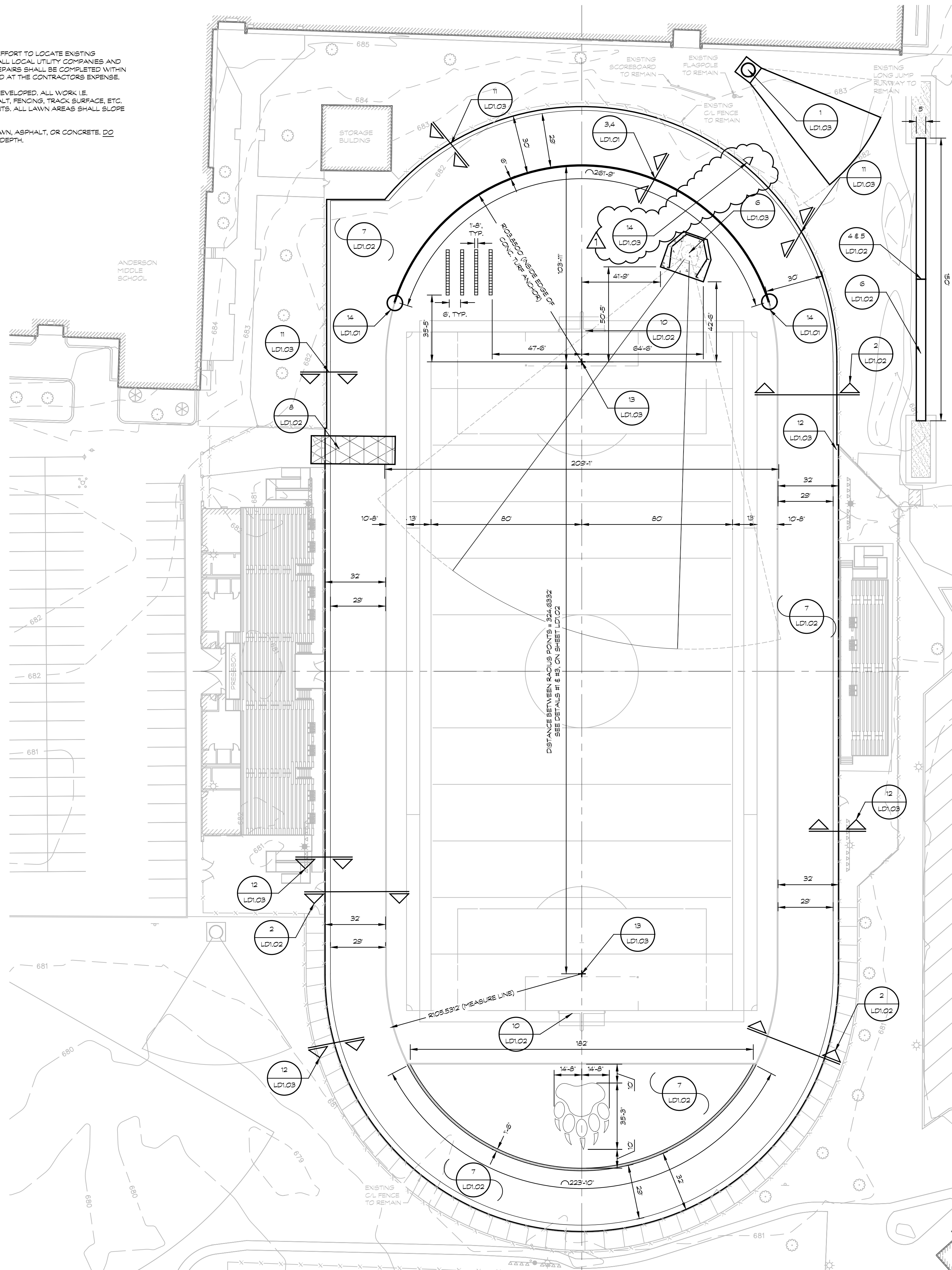
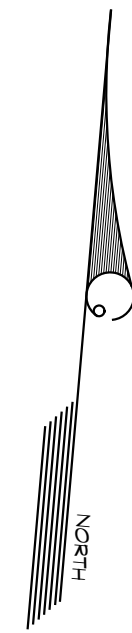
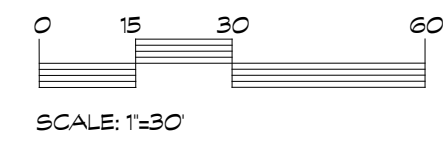
DATE 08/09/2023 SCALE

SHEET NO.

L1.02

1. NOTES AND LEGEND SHALL APPLY TO ALL SHEETS AND ALL SITES

2. CONTRACTOR SHALL SOLELY RESPONSIBLE AND MAKE EVERY EFFORT TO LOCATE EXISTING UNDERGROUND UTILITIES. THIS SHALL INCLUDE CONSULTING WITH ALL LOCAL UTILITY COMPANIES AND OBTAINING ALL NECESSARY INFORMATION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE COMPLETED WITHIN 48 HRS. OR THE OWNER SHALL HAVE THE REPAIR WORK COMPLETED AT THE CONTRACTORS EXPENSE.
3. TOPSOIL AND SEED ALL AREAS DISTURBED AND NOT OTHERWISE DEVELOPED, ALL WORK IE: DEMOLITION AND REMOVALS, GRADES, FENCING, STONE AND ASPHALT, FENCING, TRACK, SURFACE, ETC. TO BE COMPLETED WITHIN 90 DAYS AS NOTED IN CONTRACT DOCUMENTS, ALL LAWN AREAS SHALL BE TO DRAINAGE STRUCTURES.
4. ALL COURTS AND SPOT GRADES REFER TO FINISH GRADE OF LAWN, ASPHALT, OR CONCRETE. DO NOT FACTOR IN THE ALL-WEATHER SURFACE OR ACRYLIC COATING DESIGN.



EXISTING

- | | |
|--|-------------------------|
| | SPOT ELEVATION |
| | FENCE |
| | DRAINAGE STRUCTURE |
| | STORM DRAIN |
| | LIGHT POLE |
| | ELECTRICAL |
| | WATER |
| | TELEPHONE |
| | IRRIGATION |
| | FLAT DRAIN |
| | 8 PERFORATED DRAIN TILE |

X 100.00 SPOT GRADE

- | | |
|-----------|--|
| T/XXXXXX | TOP OF TRENCH ELEVATION |
| T/CXXXXXX | TOP OF CURB ELEVATION |
| T/WXXXXXX | TOP OF WALL ELEVATION |
| —X—X—X | FENCE - SEE PLANS FOR HT. |
| | DRAINAGE STRUCTURE |
| — — — — | STORM DRAIN |
| —//—//— | FLAT DRAIN |
| — — — — | 6" PERFORATED DRAIN TILE |
| —B DT— | 8" PERFORATED DRAIN TILE |
| | LIGHT POLE |
| —E— | ELECTRICAL |
| —W— | WATER |
| —T— | TELEPHONE |
| —IRR— | IRRIGATION |
| — — — — | LIMITS OF CONSTRUCTION |
| | C/L FENCE GATE |
| | ALL-WEATHER SURFACE
OVER 4" ASPHALT OVER
6" 21as LIMESTONE |
| | 4" ASPHALT
OVER 6" 21AA LIMESTONE |
| | SYNTHETIC TURF |
| | SHOT PUT MATERIAL |

FIELD GRAPHICS DETAILS - SEE SHEET LD1.04

FOOTBALL FIELD DETAILS - SEE SHEET LD1.05 AND LD1.06

SOCGER FIELD DETAILS - SEE SHEET LD1.07

ISSUED
8/9/2023 BID
8/16/2023 ADDENDUM #1

REVISIONS

PROJECT

HURLEY FIELD STADIUM RENOVATION

OWNER

BERKLEY SCHOOLS

14501 TALBOT ST
OAK PARK, MI 48237



DRAWINGS ARE PROPERTY OF FORESITE DESIGN, INC. AND ARE NOT TO BE USED, REPRODUCED, OR PUBLISHED IN PART OR WHOLE, WITHOUT EXPRESSED WRITTEN PERMISSION FROM FORESITE DESIGN, INC.
COPYRIGHT 2023.

SHEET TITLE

DIMENSION PLAN

DWN. BY

JB

CHK BY	BSL
--------	-----

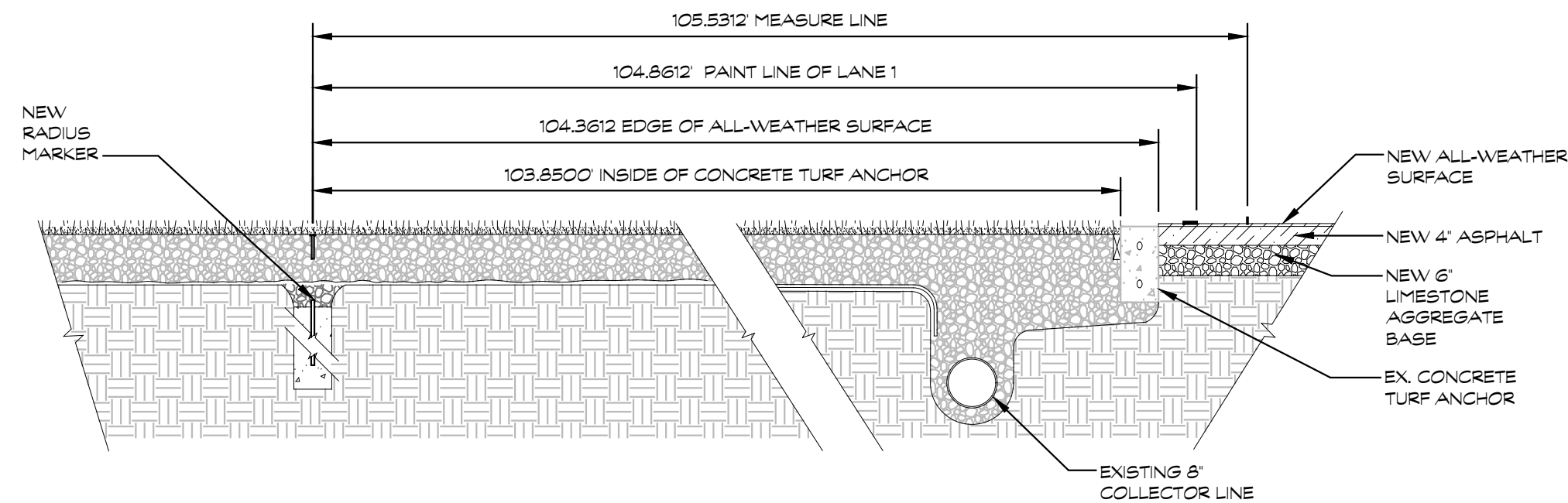
DATE
08/09/2023

SCALE

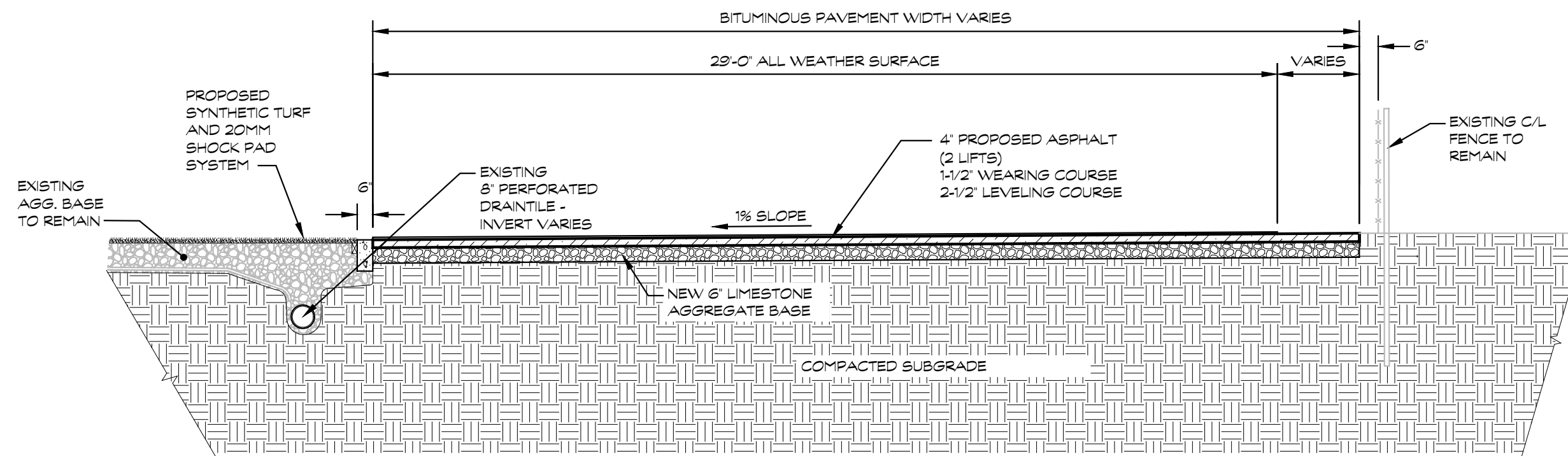
SHEET NO.

L1.03

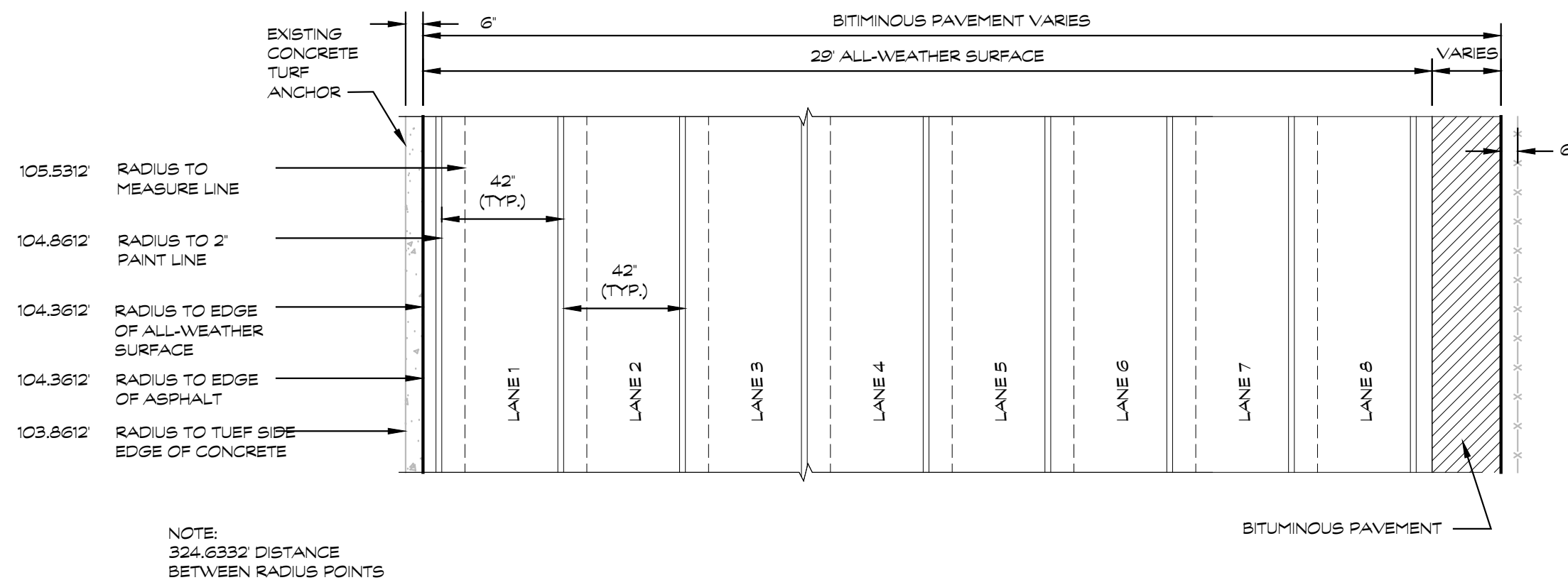
NOTE:
324.6332 DISTANCE BETWEEN RADIUS POINTS



1 TRACK DIMENSION
SCALE 1/2"=1'-0"

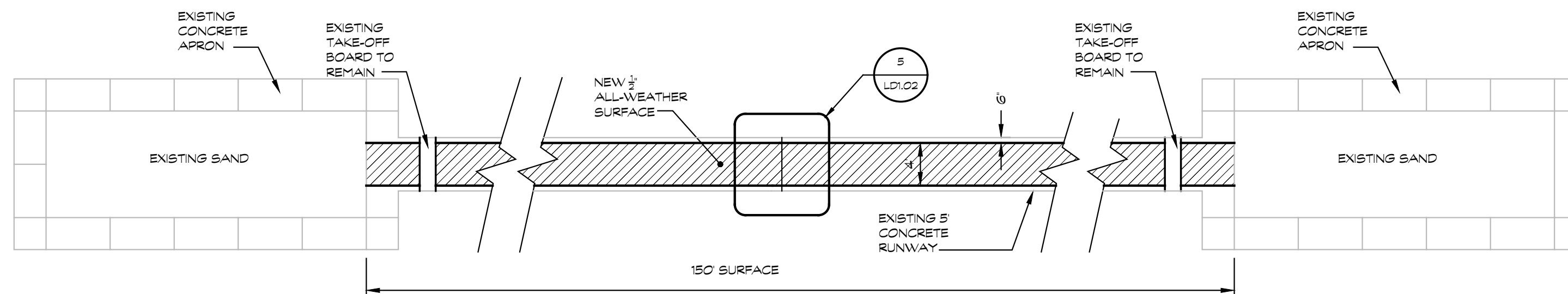


2 TRACK SECTION
SCALE 1/4"=1'-0"

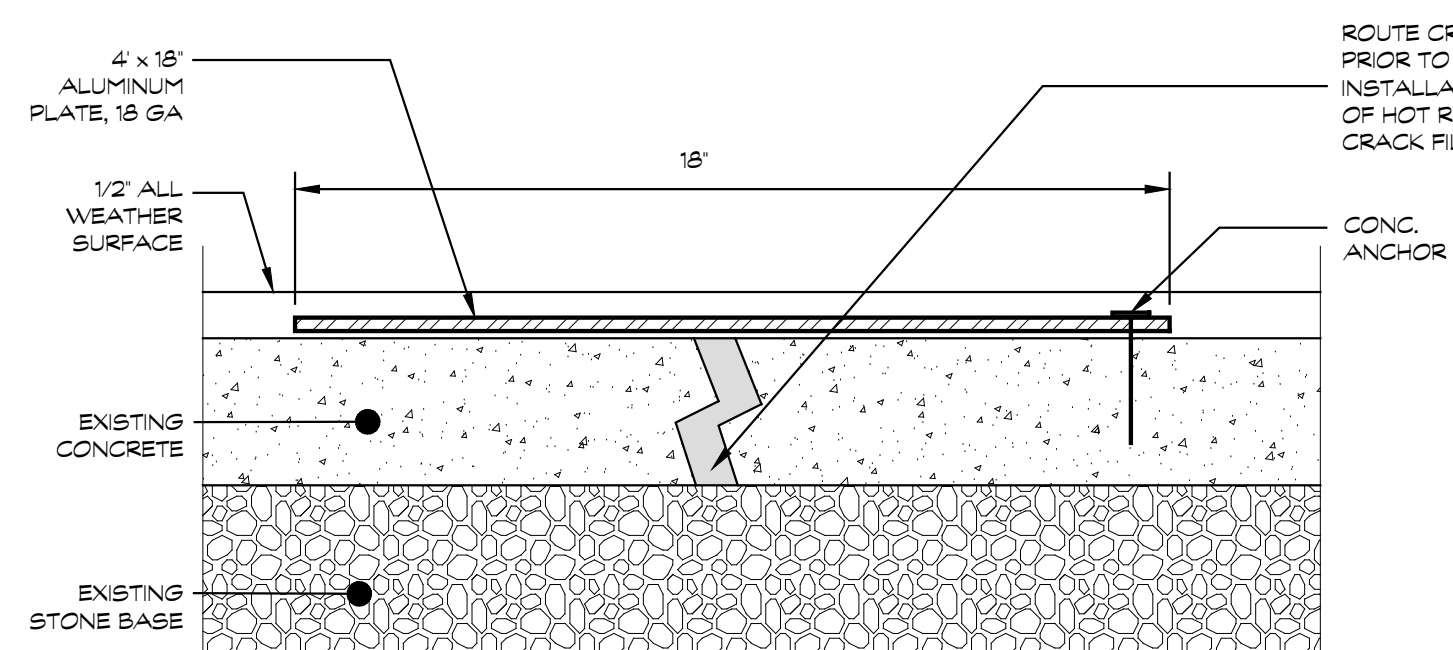


NOTE:
324.6332 DISTANCE
BETWEEN RADIUS POINTS

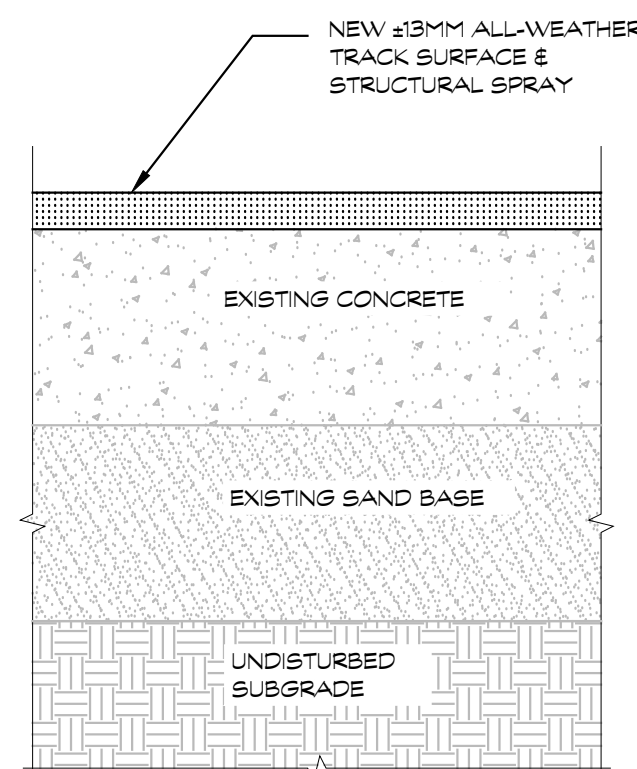
3 TRACK DIMENSION
SCALE 1/4"=1'-0"



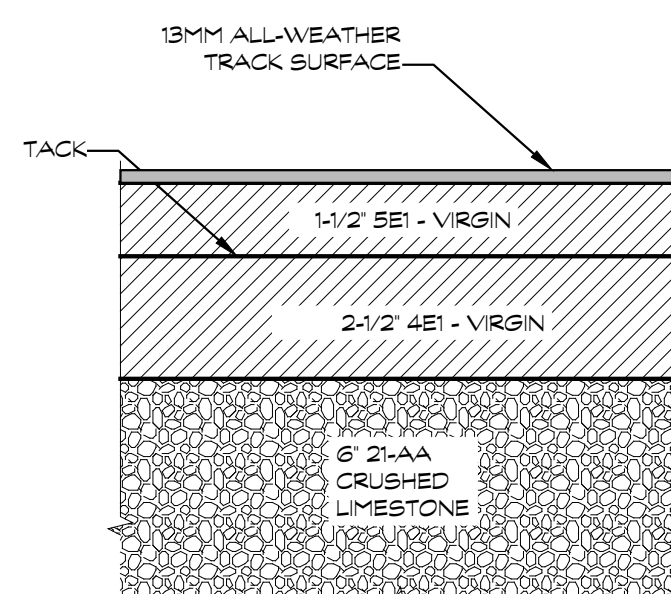
4 LONG JUMP DETAIL
SCALE 1"=10'-0"



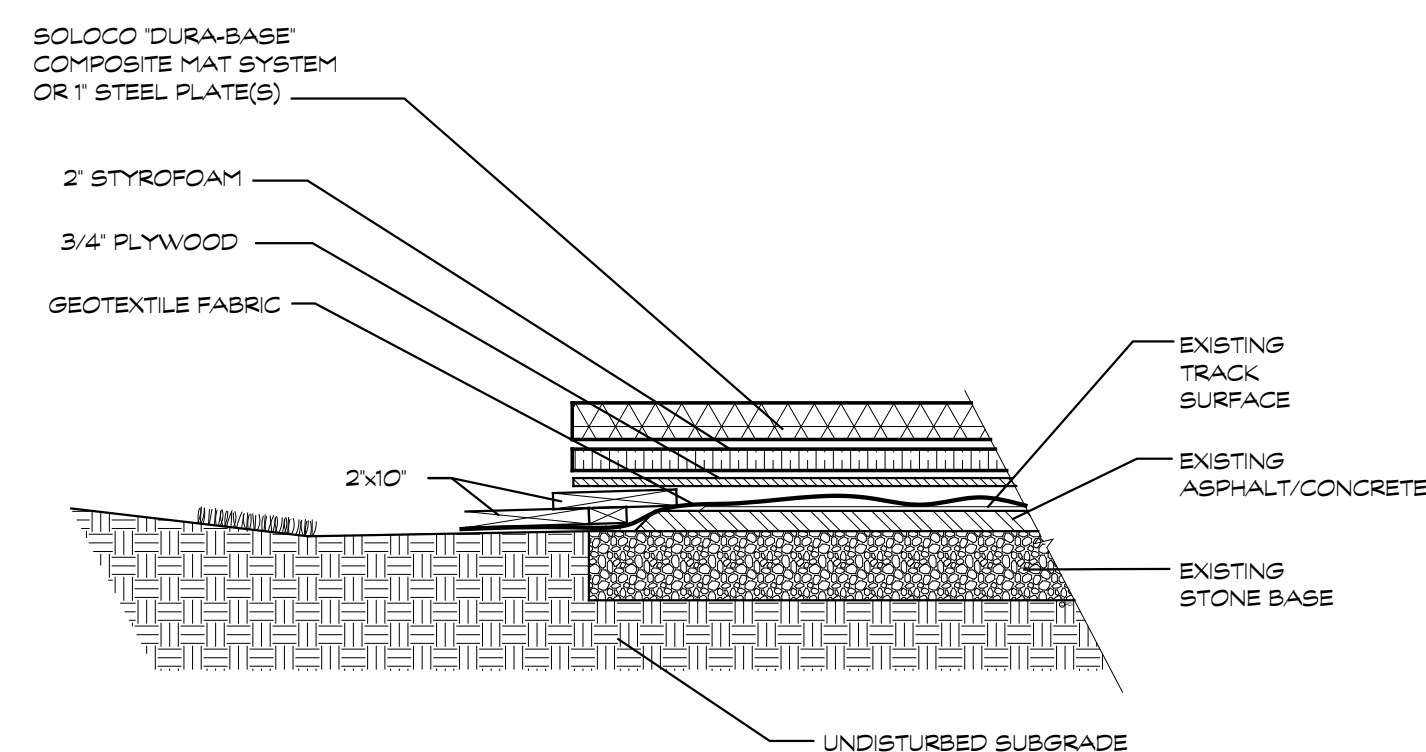
5 JOINT REPAIR
N.T.S.



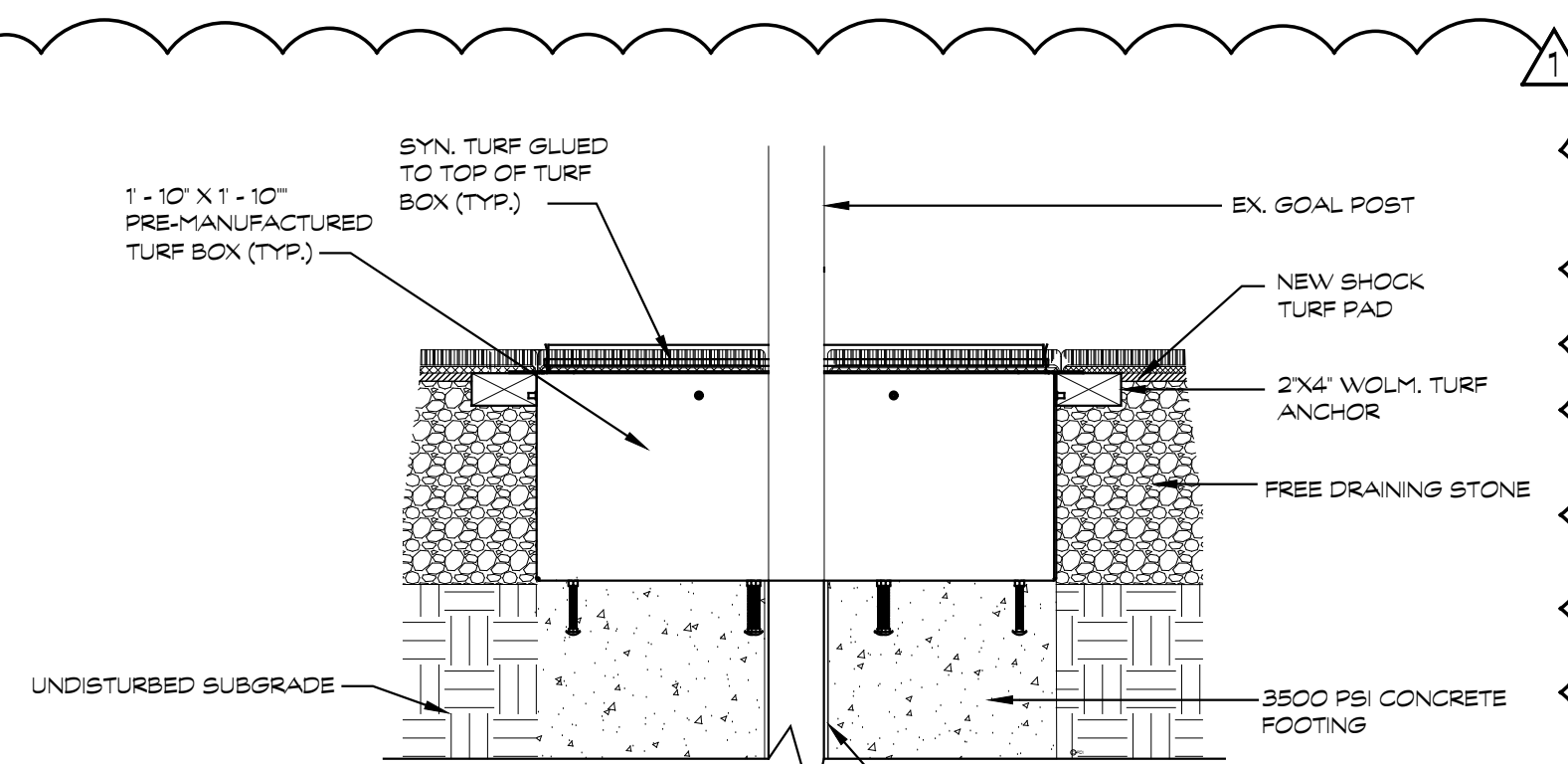
6 RUNWAY SECTION
SCALE 3/4"=1'-0"



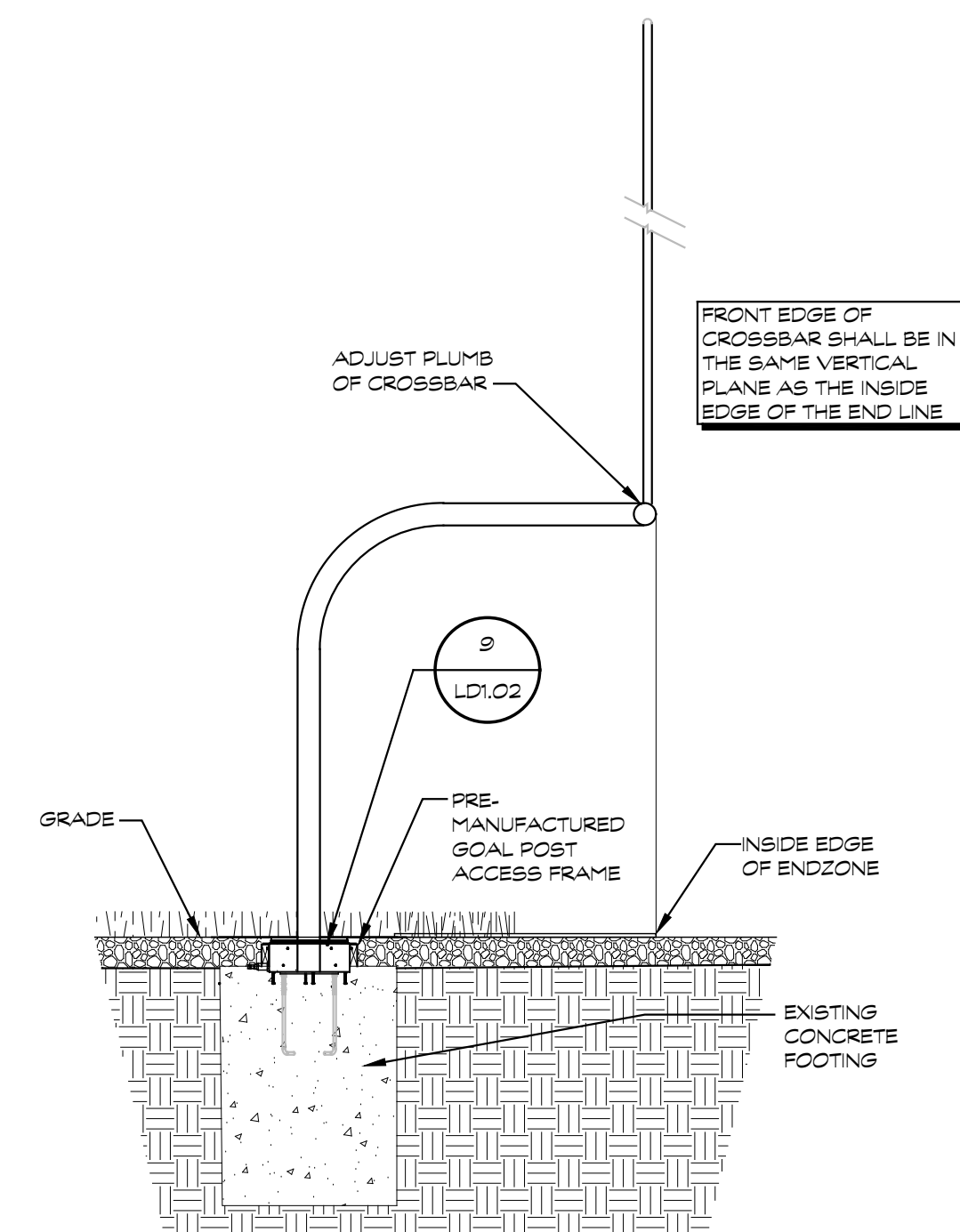
7 4" BITUMINOUS PAVEMENT
SCALE 3/4"=1'-0"



8 TRACK SURFACE PROTECTION
N.T.S.



9 GOAL POST FOOTING/TURF DETAIL
SCALE 1 1/2"=1'-0"



10 EX FOOTBALL GOAL POST DETAIL
SCALE 1/4"=1'-0"

REVISIONS

PROJECT

HURLEY FIELD
STADIUM
RENOVATION

OWNER

BERKLEY SCHOOLS

14501 TALBOT ST
OAK PARK, MI 48237

SHEET TITLE

TRACK AND FIELD
DETAILS

DWN. BY

JB

CHK BY

BFL

DATE

08/09/2023

SCALE

SHEET NO.

LD1.02

HURLEY FIELD STADIUM RENOVATION

OWNER

BERKLEY SCHOOLS

4501 TALBOT ST
OAK PARK, MI 48237

FORESITE
design

ATHLETIC FACILITY PLANNING * SITE PLANNING *
CONSULTING * LANDSCAPE ARCHITECTURE
3269 COOLIDGE HWY * BERKLEY, MI 48072
PH. 248.547.7757 * FAX 248.547.0218
WWW.FORESITEDESIGN.COM

DRAWINGS ARE PROPERTY OF FORESITE DESIGN, INC. AND ARE NOT TO BE USED, REPRODUCED, OR PUBLISHED IN PART OR WHOLE, WITHOUT EXPRESSED WRITTEN PERMISSION FROM FORESITE DESIGN, INC.
COPYRIGHT 2023.

SHEET TITLE

TRACK AND FIELD DETAILS

DWN. BY

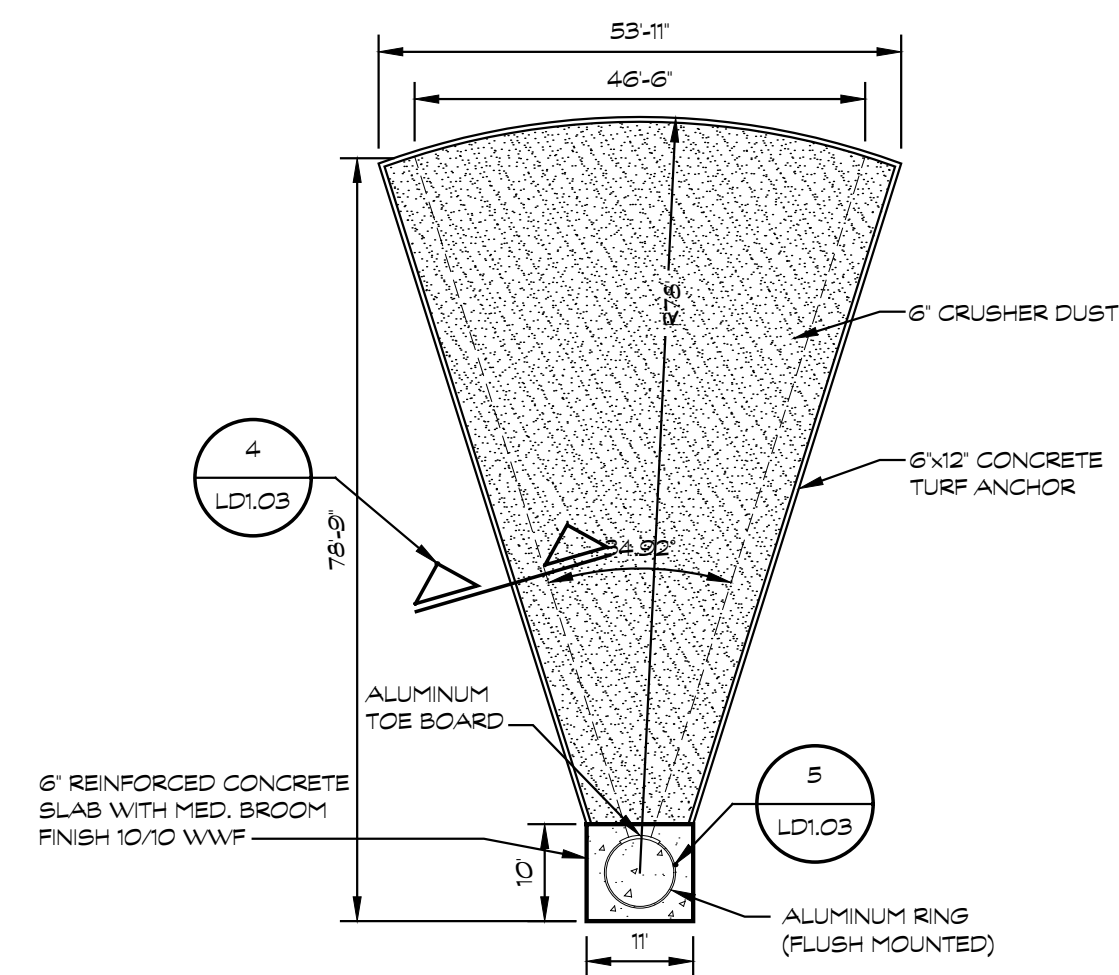
DATE 08/09/202

SHEET NO.

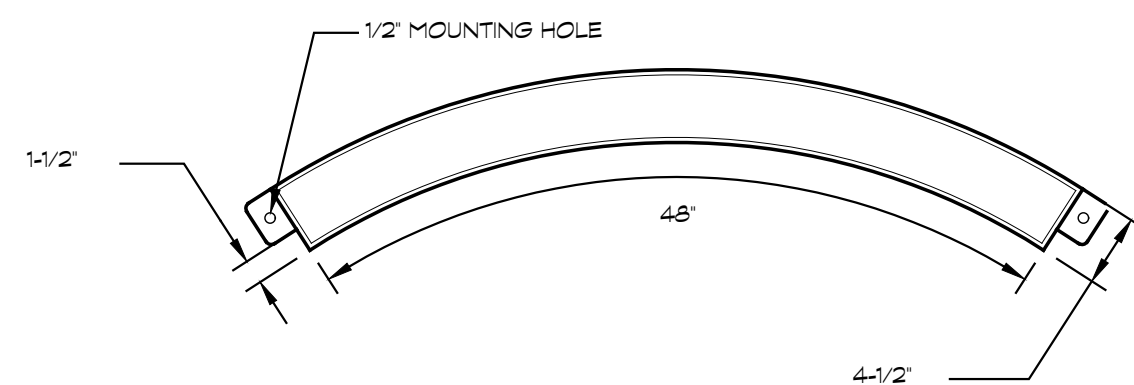
BSL

SCALE

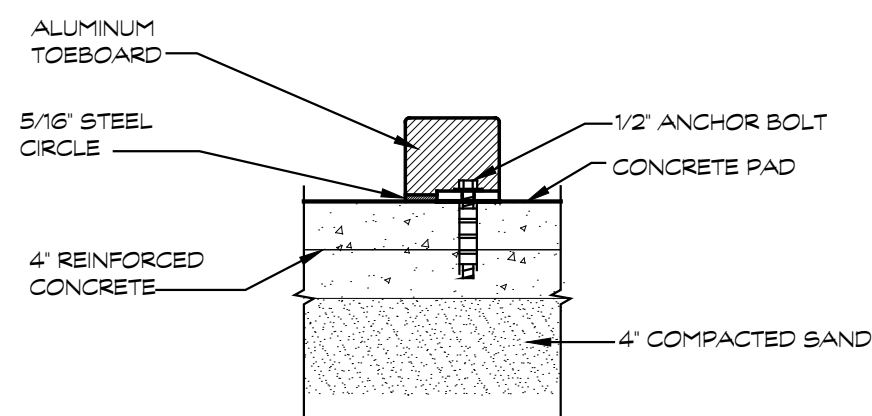
LD1.03



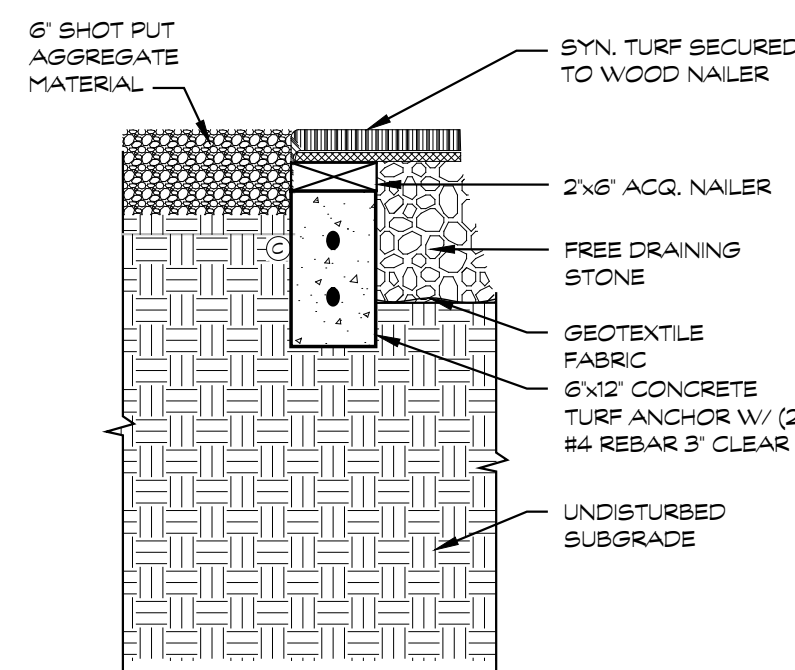
1 SHOT PUT PAD
SCALE 1"=20'-0"



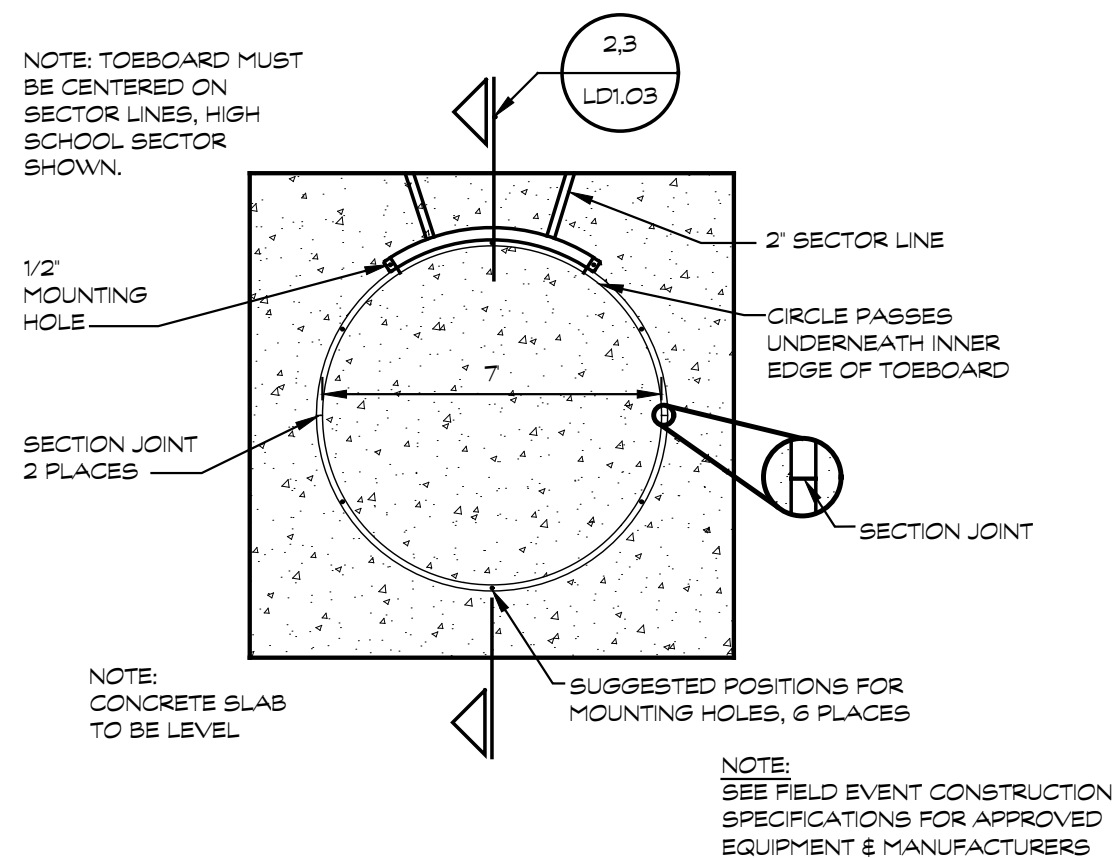
2 SHOT-PUT TOEBOARD



3 TOEBOARD DETAIL

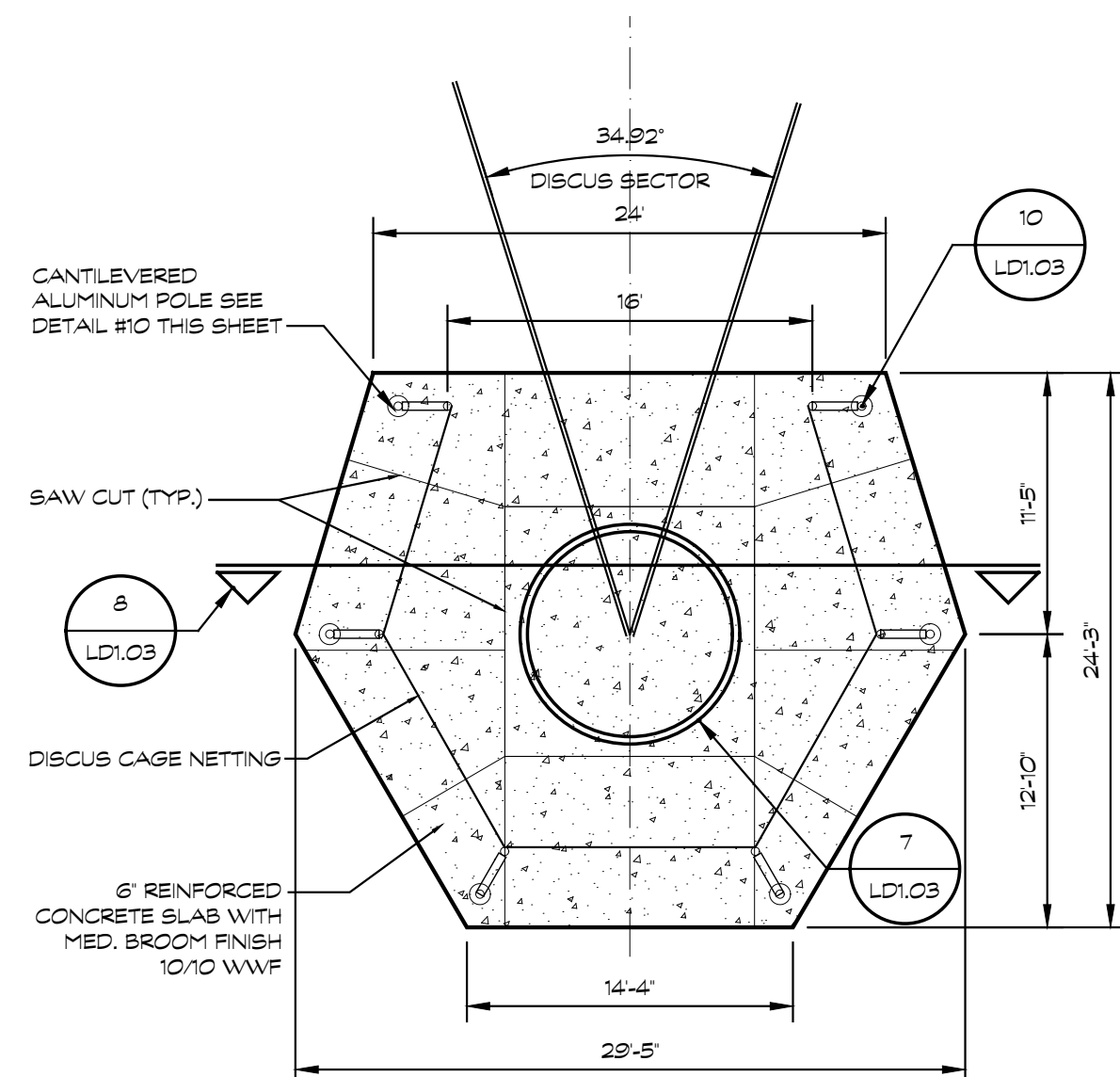


4 SYNTHETIC TURF ANCHOR

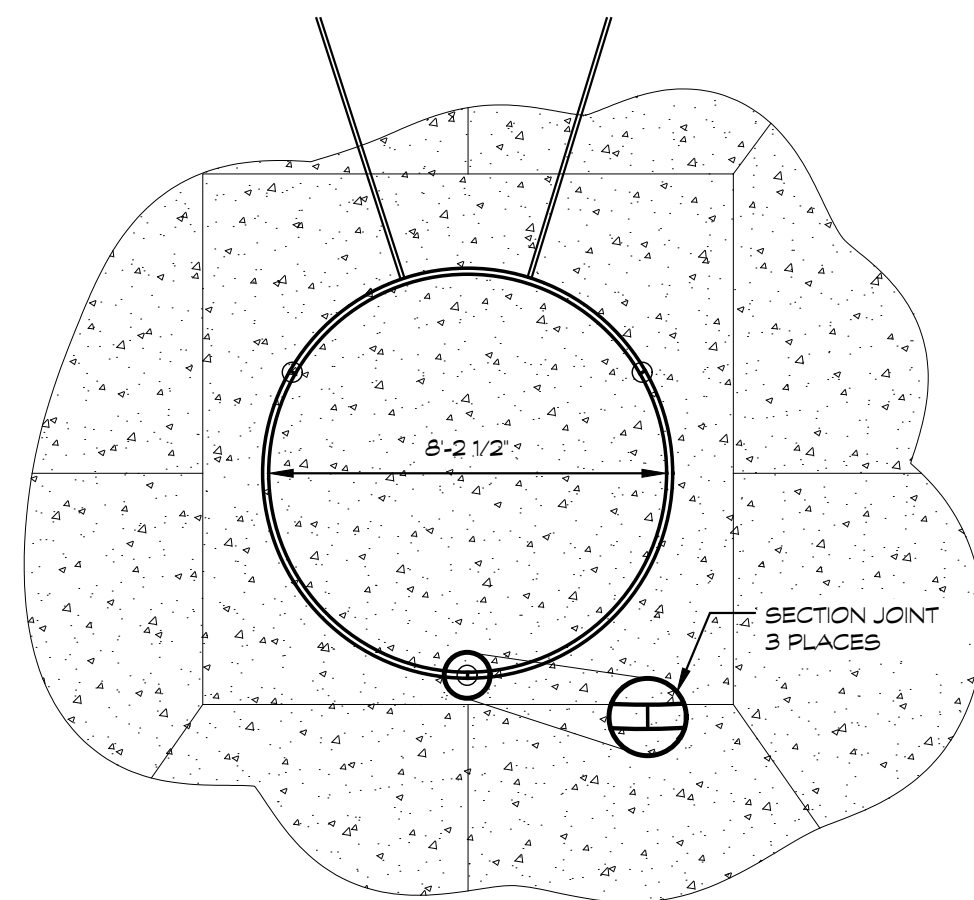


5 TOEBOARD DETAIL

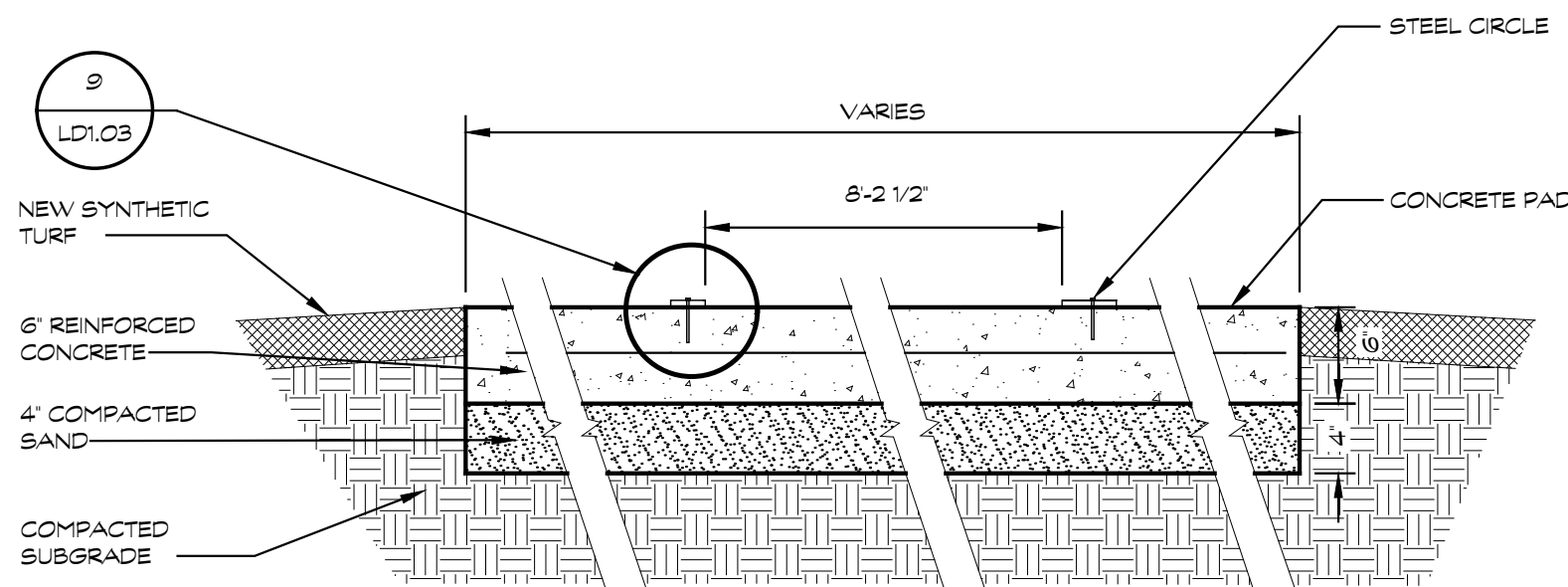
SCALE 1/4"=1'-0"



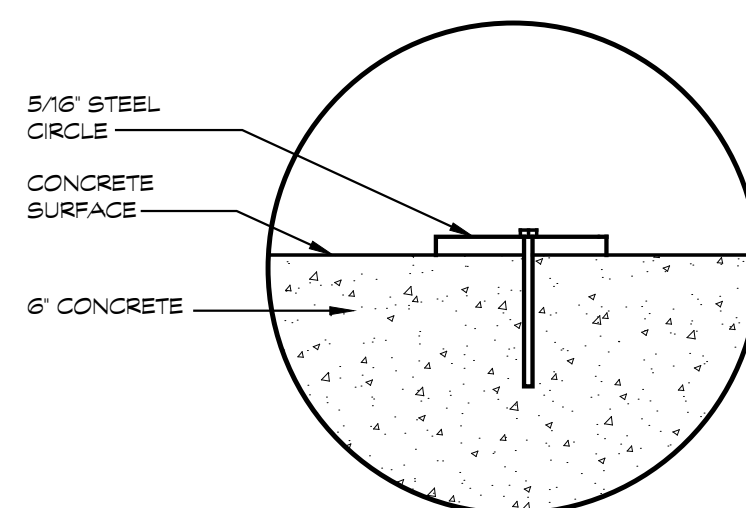
6 DISCUS DETAIL
SCALE 1/8"=1'-0"



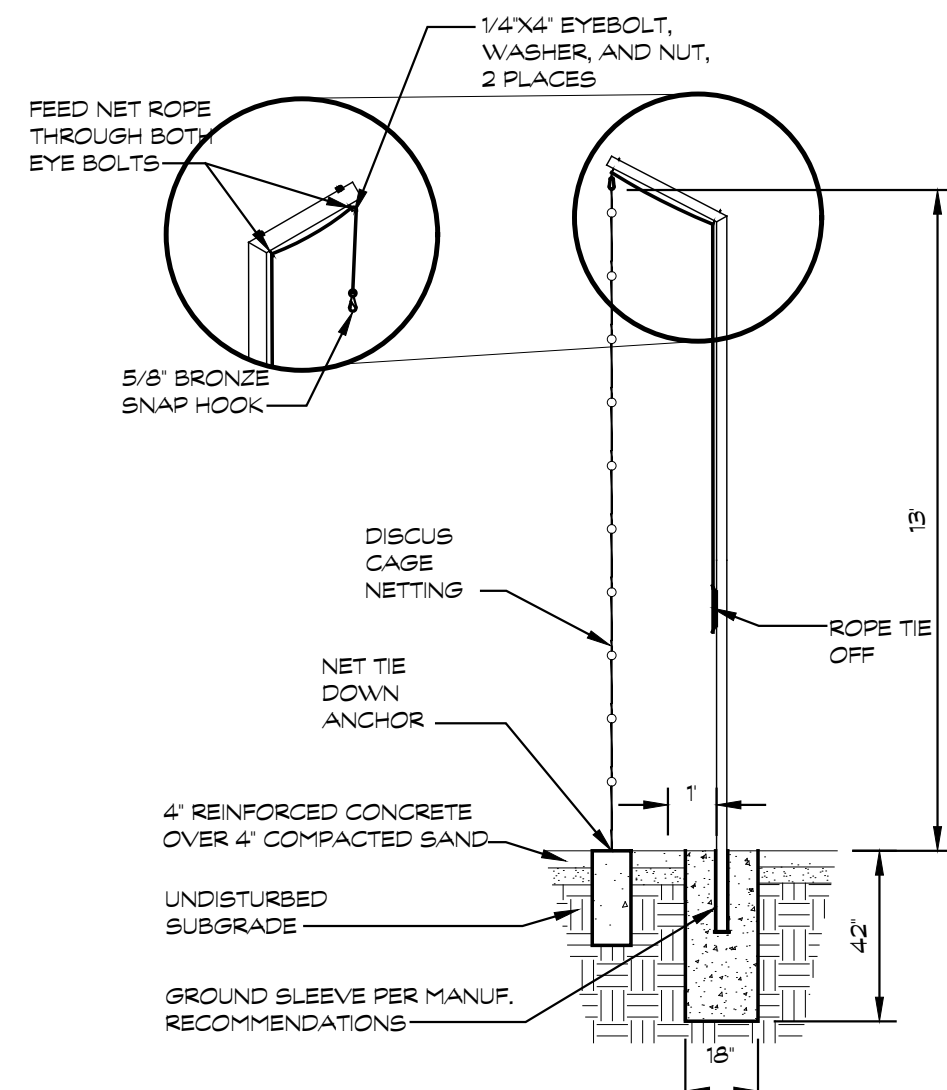
7 DISCUS CIRCLE DETAIL



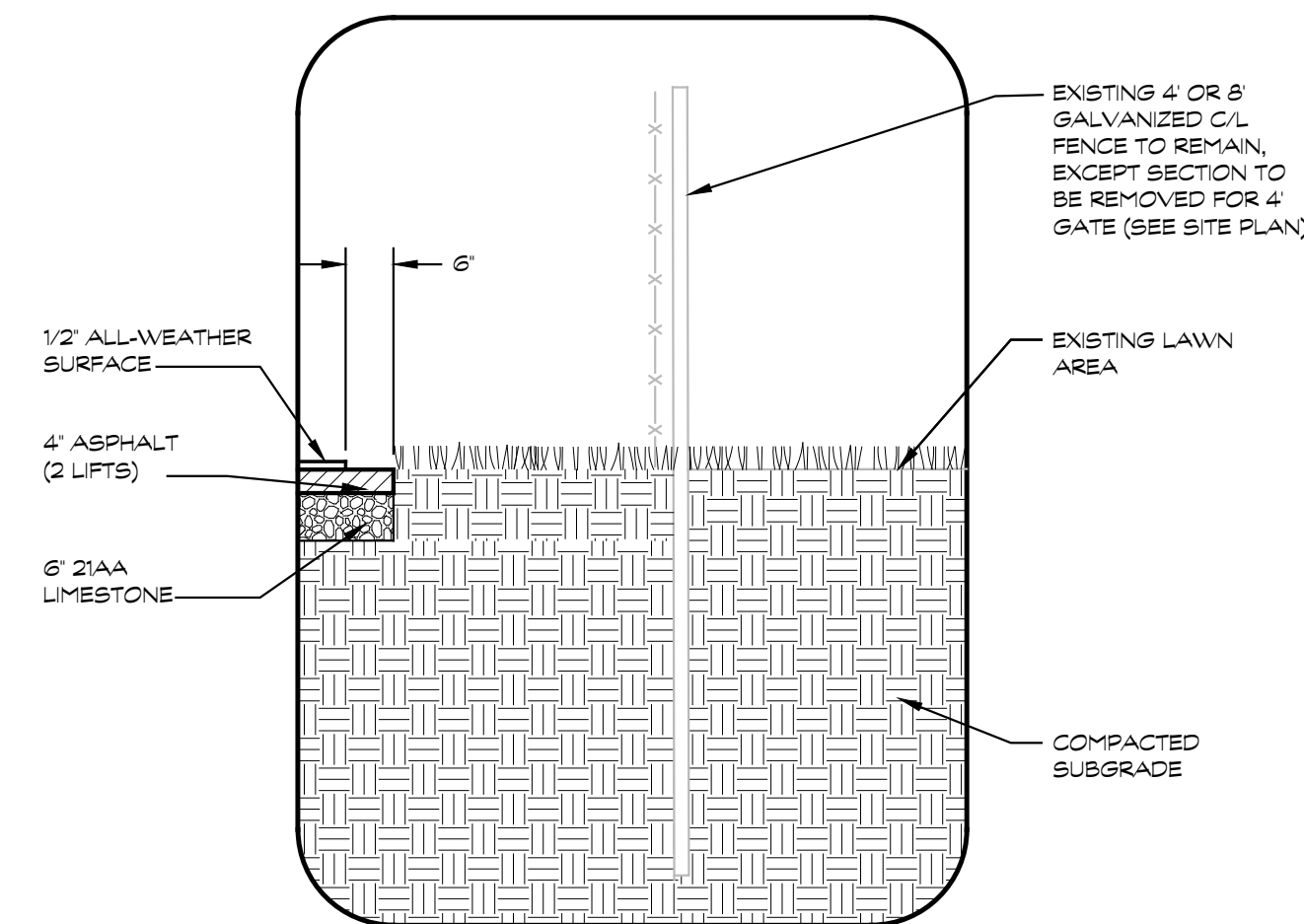
8 DISCUS PAD SECTION



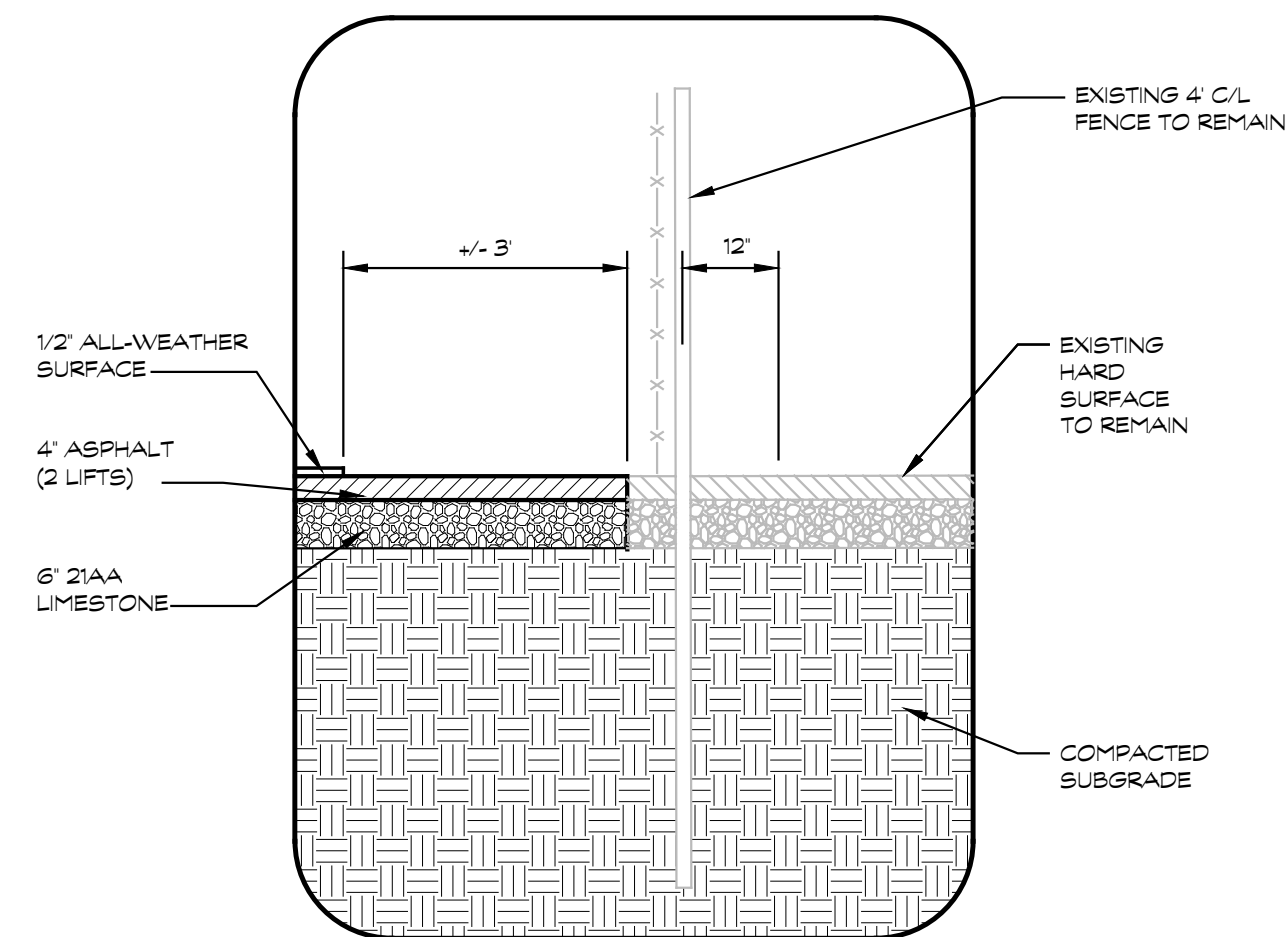
9 DISCUS RING SECTION



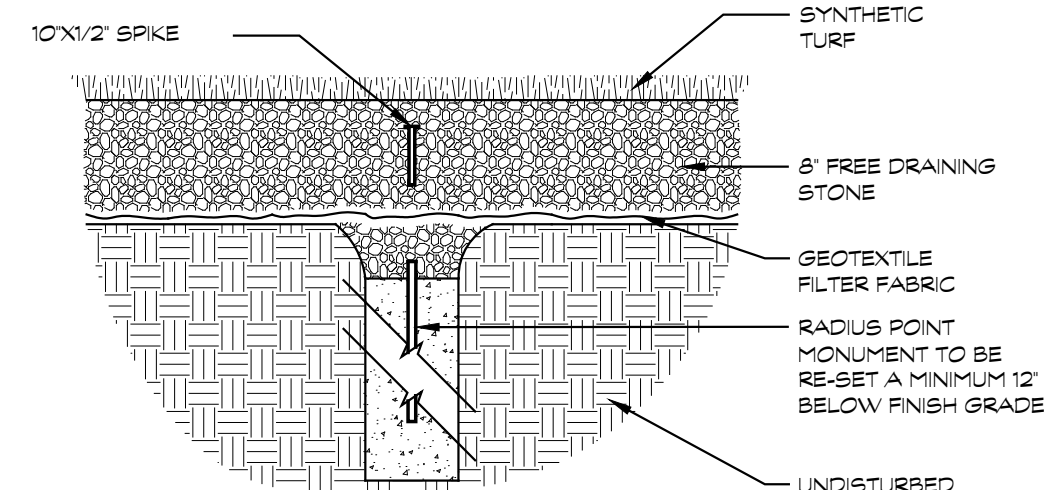
10 NET POLE SECTION



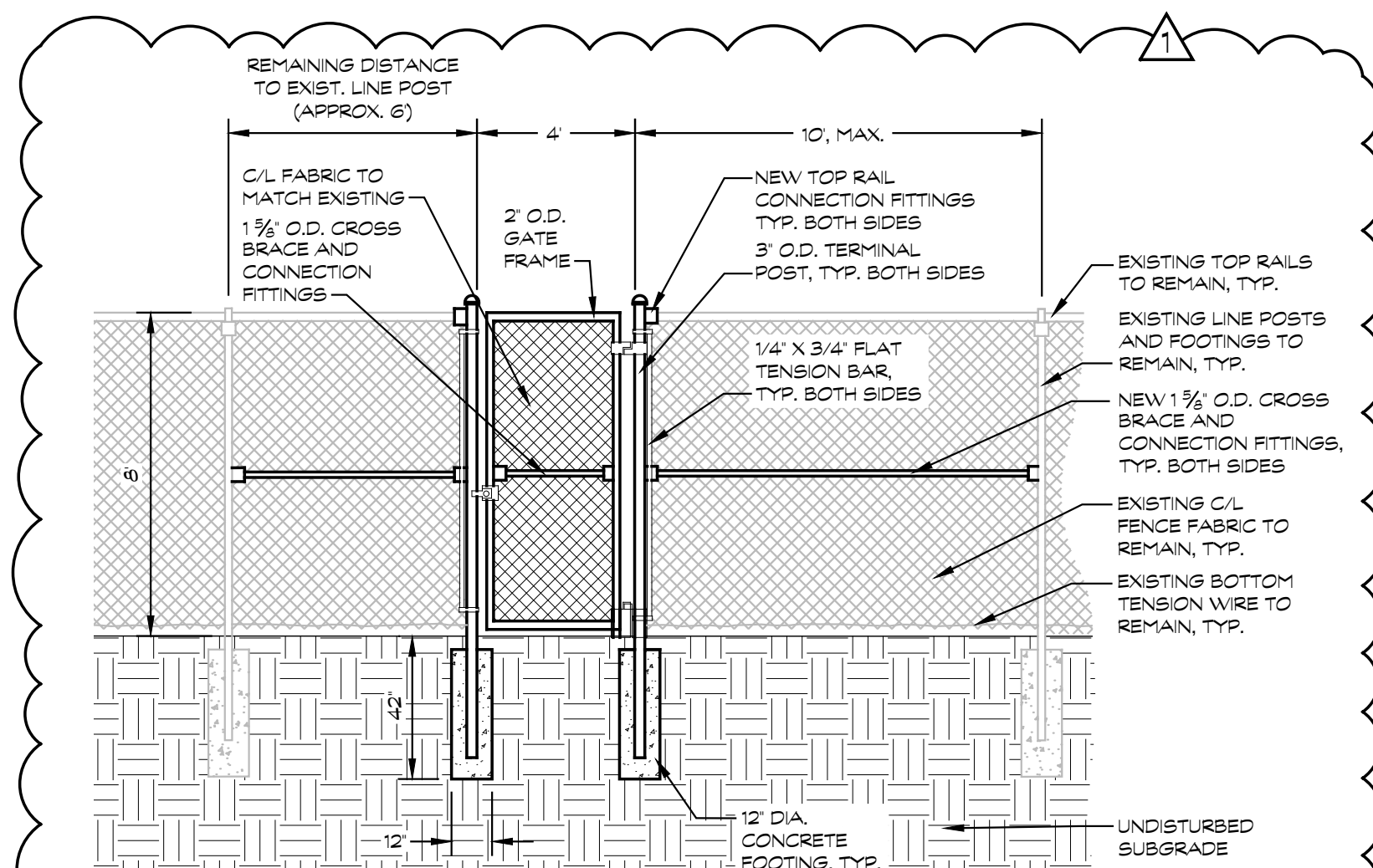
11 ENLARGED TRACK AND FENCE SECTION



12 ENLARGED TRACK AND FENCE SECTION



13 RADIUS POINT MARKER



14 PEDESTRIAN GATE
SCALE 1/4"=1'-0"