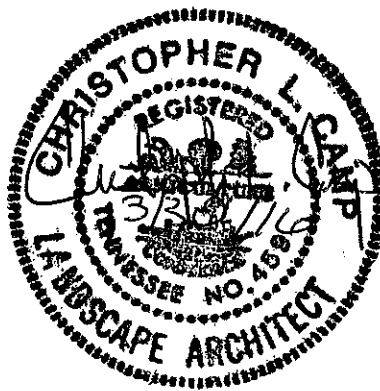


**PROJECT MANUAL
CONSTRUCTION DOCUMENTS AND SPECIFICATIONS
FOR
MLK Park – SOCCER FIELD IRRIGATION
Springfield, Tennessee**

March 30th, 2016

Re-bid # 967

Lose & Associates, Inc. Project # 15104



Prepared by:

**Lose & Associates, Inc.
1314 5TH Ave. N. Suite 200
Nashville, Tennessee 37208**

GENERAL

Recipients of bidding instruments must consult the Index to determine the full scope of the work involved and to ensure that all pages of the project manual and drawings have been included.

Neither the Owner nor the Owner's Representative will be responsible for bids submitted that are based on incomplete bidding instruments.

Documents	Number of Pages
Index to Bidding Instruments	1
Bidders Information	3
Invitation to Bid	6
*Instructions to Bidders, AIA Document A701, 1997 Edition	6
Bid Form	1
*Bid Bond, AIA Document A310, 2010 Edition	2
*Agreement, AIA Document A101, 2007 Edition	6
*General Conditions, AIA A201, 2007 Edition	39
Supplementary Conditions of Contract	13

***Refer to Standard AIA Forms for these sections.**

Section 011000, Summary of Work	2
Section 012600, Contract Modification Procedures	2
Section 012900, Payment Procedures	2
Section 013100, Project Management and Coordination	3
Section 013300, Submittal Procedures	3
Section 017300, Execution	4
Section 017700, Closeout Procedures	3
Irrigation Specifications and Schedules	On Drawings

CONSTRUCTION DRAWINGS

C0.00	COVER SHEET
L2.00	IRRIGATION PLAN
L2.10	IRRIGATION NOTES/SCHEDULE
L2.11	IRRIGATION DETAILS

BIDDERS INFORMATION

PROJECT INFORMATION

1. This bid package is for the installation of irrigation for two existing soccer fields at Martin Luther King Park in Springfield, TN as shown on the plans.

GENERAL INFORMATION

1. Sealed bids are to be addressed to:
Springfield City Hall
Attn: Lisa H. Crockett
405 N Main Street
Springfield, TN 37172

Bids must be received by **10:00 a.m. Central Time, on April 13th, 2016**, and at that time and place the bids will be publicly opened.

2. Bidders must visit the site of work and examine the plans, specifications, and form of proposal. Each bidder must make his/her own appraisal of the quantities of material, and the cost of labor and equipment necessary to complete the work.
3. Each bidder shall present in writing with his bid a resume of evidence satisfactory to the Owner showing that he has the necessary capital, credit line, material, equipment, and facilities to perform the work covered by the proposed Contract.
4. Each bidder must familiarize him/herself with all laws, ordinances and regulations, whether federal, state, city or other governmental agency, which by reason of being neglected or violated may affect the work contemplated, and must secure and pay the fees required for any permits which may be necessary.
5. The successful contractor must provide proof of insurance.
6. The right is reserved to reject any or all bids or waive any informality in any bid and to accept any proposal considered by the Owner to be, on the whole, in the best interest of the Owner.
7. The Owner expects the Contractor to begin promptly and to perform in an expeditious and professional manner with the highest quality materials and workmanship. After Notice to proceed is received.

PREPARATION OF PROPOSALS

1. The bid must be itemized upon the blank Proposal Form annexed hereto and shall give the price for the items of work required as shown by the drawings and/or Contract Documents both in writing and in figures, in ink, and be signed by the bidder with his legal street address.
2. All blank spaces of the Proposal Form must be filled in, preferably in black ink, in both words and figures where required. No changes shall be made in the phraseology of the

forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

3. Any proposal may be deemed invalid which contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced or which, in any manner, shall fail to conform to the conditions of the published INVITATION TO BID.

SALES AND USE TAXES

1. All sales taxes which might lawfully be assessed against the Owner are to be paid by the Contractor.

SUBMISSION OF PROPOSALS

1. All proposals must be submitted not later than the time prescribed, at the place, and in the manner set forth in the INVITATION TO BID. Proposals must be made on the Proposal Forms provided herein. Each proposal must be submitted in a sealed envelope, so marked as to indicate its contents without being opened, and addressed in conformance with state law. The **Re-bid # 967** must be included on the front cover.

TELEGRAPHIC OR WRITTEN MODIFICATION OF PROPOSAL

1. Any bidder may modify his bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time. The telegraphic or written communication should not reveal the bid price; it should, however, state the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened.

WITHDRAWAL OF PROPOSAL

1. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals, either by telegraphic or written request or in person. No proposal may be withdrawn after the time scheduled for opening of proposals.

BID SECURITY

1. Proposals must be accompanied by bid bond issued by a surety authorized to issue such bonds in the state where the work is located, in an amount not less than 5 percent of the total amount of the proposal submitted. This bid security shall be given as a guarantee that the bidder will not withdraw his proposal for a period of 60 days after bid opening, and that if awarded the Contract, the successful bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds in the full amount of the Contract price within the time specified.
2. The attorney-in-fact (resident agent) who executes this bond in behalf of the surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the surety on the date in form and content.

RETURN OF BID SECURITY

1. Within 15 days after the award of the Contract, the Owner will return the bid securities to all bidders whose proposals are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than bidders' bonds and any guarantees which have been forfeited, will be returned to the respective bidders whose proposal they accompanied.

END OF BIDDERS INFORMATION

INVITATION TO BID

PROJECT DESCRIPTION

Springfield, Tennessee, is soliciting competitive sealed bids from qualified vendors to provide all labor and materials for the irrigation of two (2) existing soccer fields located in MLK Park in Springfield Tennessee.

PRE-BID MEETING

There will be **no pre-bid meeting**.

BIDDING

Sealed bids are to be addressed to: Springfield City Hall
RE-BID # 967
Attn: Lisa H. Crockett
405 N Main Street
Springfield, TN 37172

Until 10:00 a.m. Central Time, on April 13th, 2016

If the Grand Total Amount of the bid being submitted is \$ 25,000 or more, then Bidder shall be a licensed Contractor as required by the State of Tennessee Contractor's Licensing Act of 1976.

Bid Packages may be obtained at: Lose & Associates, Inc.
1314 5th Avenue North
Suite 200
Nashville, Tennessee 37208
(615-242-0040)

BONDS

A bid security made payable to the Owner in the amount of five percent (5%) of the bid must accompany the bid. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power-of-attorney.

BID WITHDRAWALS

Bids may not be withdrawn for a period of sixty (60) days after bid opening.

REJECTION

The Owner reserves the right to reject any or all bids and to waive any informality in bids. The owner reserves the right to select the lowest qualified bid that is in the best interest of the city that combines the base bid and alternate bid items, if any alternates are selected.

EMPLOYMENT REGULATIONS

See Attached Notice to Bidders and Special Provisions

State of Tennessee
County of Robertson

NOTICE TO BIDDERS

CITY OF SPRINGFIELD
405 N. MAIN STREET
SPRINGFIELD, TENNESSEE 37172
615-382-2200

It is the policy of the City of Springfield not to discriminate on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities and in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d). With regard to all aspects of this contract, contractor certifies and warrants it will comply with this policy. Further, the City of Springfield agrees to comply with the Department of Transportation Implementing Regulations (49 CFR Part 21).

Any person who believes they have been discriminated against should contact Regina Holt, Title VI Coordinator, at Springfield City Hall.

The Tennessee Department of Transportation (TDOT) requires that recipients of federal and state funding maintain records of the ethnic and gender groups who are awarded bids on these projects.

For Title VI compliance purposes, we ask for voluntary disclosure of the following information:

Gender: Male ____ Female ____

Race: Caucasian _____
African American _____
Hispanic _____
Other (please specify) _____

Disadvantaged Business Enterprise

It is the policy of the City of Springfield, Tennessee that Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, national origin, age, sex or disability.

All Contractors providing professional services for the City of Springfield, shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts without discrimination on the basis of race, color, national origin, age, sex or disability.

Drug Free Workplace

The City of Springfield is a Drug Free Workplace and requires all Bidders with "no less than five (5) employees receiving pay who contract with the City to provide construction services", to prepare and include with their bid documents an Affidavit certifying compliance with the Drug Free Workplace Program as stipulated in Tennessee Code Annotated (TCA) 50-9-101 through 50-9-113. The statute forbids any local government from entering into any contract or awarding any contract for construction services with any employer who has not provided the affidavit of compliance.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with the CITY OF SPRINGFIELD to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

FURTHER AFFIANT SAYETH NOT.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

SUBSCRIBED AND SWORN to me before this ____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

SPECIAL PROVISION
REGARDING
EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The requirements of Public Acts of 2006, Chapter Number 878, of the State of Tennessee, addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the City, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the City a completed and signed copy of the "Attestation Form" provided by the City semi-annually during the period of this Contract. Such attestations shall be maintained by the contractor and made available to the City upon request.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the contractor and made available to the City upon request.
3. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the City.
4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the City to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to

contract with the City to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

5. For purposes of this Contract, “illegal immigrant” shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the Department of Homeland Security and who, under Federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

ATTESTATION REGARDING PERSONNEL USED IN CONTRACT PERFORMANCE

Contract Number:	
Contractor Legal Entity Name:	
Federal Employer Identification or Social Security Number:	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature

Date

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual’s authority to contractually bind the Contractor.

END OF INVITATION TO BID

BID FORM
March 13th, 2016

Proposal of _____ (hereinafter called "Bidder")

To the Town of Springfield, Tennessee (hereinafter called "Owner")

RE: MLK Park – Soccer Improvements

The Bidder, in compliance with your Invitation to Bid for the soccer area improvements at MLK Park in Springfield, and any other construction necessary to complete this project to the lines indicated on the construction plans and having examined the plans and specifications with the related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, specifications, and drawings, as prepared by Lose & Associates, Inc., within the time set forth therein, and at the price stated below. These price is to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

We acknowledge the receipt to Addenda numbered _____ through _____.

We acknowledge the right of the Owner to accept any proposal, to reject any or all proposals, and to waive any informalities in bidding.

After the Notice to Proceed is received, we will begin work and **all work will be completed within 60 calendar days**. We acknowledge the Owner's right to maintain a retention of five (5%) percent of total payment until project is complete. We further agree to pay liquidated damages to the Owner in the sum of One Hundred dollars (\$100.00) for each consecutive calendar day of delay, as provided in the Revisions to General Conditions.

The following bid is required by the owner to be completely executed and submitted with each bidder's proposal. Refer to the plans and specifications for work required. Each bid shall include the furnishing of all labor, materials, supplies, and services, and shall include all items of cost, overhead, and profit for the contractor and any sub-contractors involved.

Bid Total _____ Dollars.

(\$ _____)

Company Address: _____

Company Telephone #: _____ Fax #: _____

Name of Person Signing Bid: _____

Signature: _____

Title of Person Signing Bid: _____

Date: _____

END OF BID FORM

SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 1997 Edition. Where any article of the General Conditions is modified or any paragraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect.

ARTICLE 1: GENERAL PROVISIONS

1.1.8 Other definitions.

1.1.8.1 The term "product" as used in these Supplementary Conditions includes materials, systems and equipment.

1.1.8.2 The term "or equal" as used in these Supplementary Conditions means "or an equal approved by the Architect."

1.1.8.3 The term "provide" as used in these Supplementary Conditions means "furnish and install."

1.1.8.4 Wherever technical standards, such as (but not limited to) ASTM, are referenced in the specifications, it shall mean the standards current on the date the Contract Agreement is finalized, unless otherwise noted.

ADD THE FOLLOWING TO PARAGRAPH 1.2.3

1.2.3.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

ARTICLE 2: OWNER

DELETE PARAGRAPH 2.2.5 AND SUBSTITUTE THE FOLLOWING:

- 2.2.5 The selected Contractor shall be supplied with one (1) copy of specifications and construction documents for execution of work. Additional copies may be obtained at the Contractor's expense.

ARTICLE 3: CONTRACTOR

ADD THE FOLLOWING PARAGRAPHS 3.3.4, 3.3.5, 3.3.6

- 3.3.4 Add: The Contractor shall establish and maintain reference points required for the work. He shall set batter boards for establishing corners and other key points. He shall lay out on forms or rough floor the exact locations of partitions, openings, etc., as a guide to all trades. He shall verify grades, lines, levels, and dimensions indicated on the drawings before commencing work.
- 3.3.5 Lay out building lines and verify grades. If discrepancies between actual lines and elevations and those indicated on plans exist, notify Architect and obtain a decision before starting work.
- 3.3.6 The Contractor shall have the subcontractor who installs them, correct defects in bases, surfaces or substrates on which finishing materials are to be applied, construction is to be added, or equipment is to be mounted.

ADD THE FOLLOWING PARAGRAPHS 3.4.4, 3.4.5 AND 3.4.6

- 3.4.4 After the Contract has been executed, the Owner will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in this paragraph. Where materials, equipment, apparatus, or other products are specified by manufacturer, brand name, type or catalog number, such designation shall establish standards of quality and style desired. Any reasonable request for substitution will be considered, if in the opinion of the Architect, such materials are equal to the material specified and entirely satisfactory for use in the project. The Architect shall be the sole judge of acceptability of substitution.
- 3.4.5 By making requests for substitutions based on Clause 3.4.4 above, the Contractor:
- a. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
 - b. Represents that he will provide the same warranty for the substitution that the Contractor would for that specified;
 - c. Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes the Architect's re-design costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

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

3.4.6 The Architect will reply in writing to the Contractor stating whether the Owner, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect may state that action will be deferred until the Contractor provides further data. Failure of the Owner to reply will constitute notice of non-acceptance. Written acceptance of substitution will not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must comply with such requirements. Any adjustment in contract price will be accurately reflected in the required AIA Document G701 Change Order.

ADD THE FOLLOWING PARAGRAPH 3.5.2

3.5.2 For a period of one year from the date of issuance of the Final Certificate of Payment for the work, the Contractor shall furnish and install, without cost to the Owner, any and all kinds of work which in the judgment of the Owner, proves defective in materials and or workmanship.

ADD THE FOLLOWING PARAGRAPH 3.9.2

3.9.2 The Superintendent shall be satisfactory to the Architect, and shall not be changed except with the consent of the Architect, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

ADD THE FOLLOWING TO PARAGRAPH 3.12.5:

3.12.5 Add the following sentence:

- a. Five copies of the shop drawings and brochures shall be submitted.

ADD THE FOLLOWING PARAGRAPH 3.12.11:

3.12.11 The Owner and/or Owner's Representative shall not be responsible for correctness of dimensions for design as outlined in 3.12.10.

ARTICLE 4: ADMINISTRATION OF THE CONTRACT

ADD THE FOLLOWING TO PARAGRAPH 4.1.1

4.1.1 Add the following sentence at the beginning of the paragraph:

The term "Architect" shall be understood to refer to the Principal Designer as listed on the individual drawings and throughout these Contract Documents.

SUBSTITUTE IN SECTION 4.4

- 4.4 Delete "arbitration" and substitute "dispute resolution" for paragraphs 4.4.1 through 4.4.8.

DELETE IN SECTION 4.5

- 4.5 Delete all referencing to "arbitration" in paragraphs 4.5.1, 4.5.2 and 4.5.3.

ADD THE FOLLOWING TO SECTION 4.5

- 4.5 Add "All settlements requiring court proceedings will be held in Springfield, Robertson County, Tennessee." in paragraphs 4.5.1, 4.5.2 and 4.5.3.

DELETE SECTION 4.6, ARBITRATION

ARTICLE 5: SUBCONTRACTORS

CHANGE PARAGRAPH 5.2.1 AS FOLLOWS

DELETE THE LAST SENTENCE FROM PARAGRAPH 5.2.1 AND ADD THE FOLLOWING CLAUSE:

- 5.2.1 No work shall be commenced until approval of such Subcontractors has been given in writing by the Owner. If required, the Contractor shall furnish evidence satisfactory to the Owner, showing that any or all proposed Subcontractors are competent to execute the various parts of the work covered by their Subcontractors.

ARTICLE 7: CHANGES IN THE WORK

CHANGE PARAGRAPH 7.3.6 AS FOLLOWS

- 7.3.6. In the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for overhead and profit in accordance with paragraphs 7.3.10.1. through 7.3.10.6. below."

ADD THE FOLLOWING PARAGRAPH 7.3.10:

- 7.3.10 I In paragraph 7.3.6. the allowance for the combined overhead and profit, included in the total cost to the Owner, shall be based on the following schedule:
- .1 For each Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
 - .2 For the Contractor, for work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
 - .3 For each Subcontractor or Sub-Subcontractor involved, for Work performed by the Subcontractor's or Sub-Subcontractor's own forces, 10 percent of the cost.

- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-Subcontractors, 5 percent of the amount due the Sub-Subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500 be approved without such itemization.

ARTICLE 8: TIME

ADD THE FOLLOWING PARAGRAPH 8.3.4

- 8.3.4 Contract time already includes time for bad weather and no claims for additional contract time for bad weather will be approved except for rain days beyond those stated below.

January	12 days
February	11 days
March	8 days
April	7 days
May	7 days
June	6 days
July	7 days
August	5 days
September	4 days
October	5 days
November	6 days
December	11 days

- 8.3.5 Extended overhead profit or damages relating to weather delays will not be allowed. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner, the amount specified on the Bid Form, not as a penalty, but as liquidated damages.
- 8.3.6 A. Contractor shall pay Owner for cost related to additional construction administration by the Architect if Contractor fails to meet contract time frame specified.

ARTICLE 9: PAYMENTS AND COMPLETION

ADD THE FOLLOWING PARAGRAPHS 9.3.1.3 AND 9.3.2.1

- 9.3.1.3 Until the work is substantially complete, the Owner will retain 5% of the amount due the Contractor on the project.

- 9.3.2.1 Partial payments will be made monthly on valuation of work done and acceptable materials suitably stored on the site. The Owner will retain 5% of the amount of each estimate until final completion and acceptance of all work covered by this Contract. At Owner's option retainage may be reduced when the project is 75% complete. In the event that the supervising Architect or Engineer refuses to certify the project as completed at such time as 100% of all of the contract draws have been extended, minus this retainage, then, in that event the Contractor agrees that the Owner may use said retainage to complete the project in accordance with the original contract terms and specifications, with it being clearly understood between the parties that the payment of the retainage account on said contract completion shall in no ways or event release the Contractor from any further liability or obligation to complete the Contract as specified therein.

ADD THE FOLLOWING TO PARAGRAPH 9.5.1.3.

- 9.5.1.3 If any claim or lien is made or filed with or against the Owner, the Project or the Premises by any person claiming that the Contractor or any Subcontractor or other person under it has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the work, or if at any time there shall be evidence of such nonpayment or of any claim or lien for which, if established, the Owner might become liable and which is chargeable to the Contractor, or if the Contractor or any Subcontractor or other person under it causes damages to the Work or to any other work on the Project, or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of the Contract Documents, the Architect shall withhold certification, and the Owner shall have the right to retain from any payment then due or thereafter to become due an amount which the Architect shall deem sufficient to (1) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (2) make good any such nonpayment, damage, failure or default, and (3) compensate the Owner for an indemnity if against any and all losses, liability, damages, costs and expenses, including reasonable attorneys fees and disbursements, which may be sustained or incurred by the Owner in connection therewith. The Owner shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If such amount is insufficient therefore, the Contractor shall be liable for the difference and pay the same to the Owner.

ADD THE FOLLOWING PARAGRAPH 9.6.8

- 9.6.8 Notwithstanding any other provisions to the contrary, the Owner reserves the right to make payment directly to any Subcontractor of the Contractor (or jointly to the Contractor and Subcontractor) in such amounts as the Owner determines to protect the Owner's interest and the Owner's property from a lien or asserted lien or other claim, and the amount owed the Contractor shall be reduced by the amount of any claim, and the amount owed the Contractor shall be reduced by the amount of any such payment by the Owner. Exercise of this option shall not create any claims or rights by any Subcontractor or other party

against the Owner or the Owner's funds. This right may also be exercised through the Owner's title company making such payments.

ADD THE FOLLOWING TO PARAGRAPH 9.8.1

- 9.8.1 ...and when all required occupancy permits have been issued such as but not limited to State Fire Marshall Occupancy Permits, Local Building Occupancy Permits, State Health Agency Occupancy Permit, Local Health Department Permits, and copies of same have been delivered to the Owner.

ADD THE FOLLOWING TO PARAGRAPH 9.8.2

- 9.8.2 The Architect will make only one such inspection to determine Substantial Completion. If this inspection determines that the work is not substantially complete, either because of major items not completed or an excessive number of punch list items, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.

ADD THE FOLLOWING TO PARAGRAPH 9.10

- 9.10.1 The Architect will make only one (1) such inspection to determine Final Completion. If this inspection determines that the work is not finally complete, successive inspections requested by the Contractor shall be charged to the Contractor at a rate of \$500.00 per person per day plus expenses.
- 9.10.2.1 Releases of liens shall be furnished by the Contractor on AIA Document G706 or a form approved by the Architect. Subcontractors and materials suppliers lien releases may be provided by the Contractor.

ADD THE FOLLOWING TO PARAGRAPH 9.11 TO 9.11.1

- 9.11 Liquidated Damages.
- 9.11.1 The Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor, Article 3, Paragraph 3.3.

ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

ADD THE FOLLOWING PARAGRAPHS 10.2.8, 10.2.9, 10.2.10 AND 10.2.11:

- 10.2.8 Protect excavation, trenches, buildings and grounds from water damage of any sort. Furnish necessary equipment to provide this protection during the life of the contract. Construct and maintain necessary temporary drainage to keep excavations free of water.
- 10.2.9 Provide protection for the work against wind, storms, cold or heat. At the end of each day's work, cover new work likely to be damaged. If low temperatures make it impossible to continue operations safely in spite of cold weather precautions, cease work and notify Architect.
- 10.2.10 Provide shoring and bracing required for safety and for the proper execution of the work and have same removed when the work is completed.
- 10.2.11 Protect, maintain and restore any bench marks, monuments, etc. affected by this work. If bench marks or monuments are displaced or destroyed, points shall be re-established and markers reset under the supervision of a licensed surveyor, who shall furnish certificates of his work.

ARTICLE 11: INSURANCE AND BONDS

ADD THE FOLLOWING TO PARAGRAPH 11.1.1

- .9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- Premises-Operations (including X-C-U)
 - Independent Contractor's Protective
 - Products and Completed Operations
 - Personal Injury Liability with Employment
 - Exclusion deleted
 - Contractual - including specified provisions for the
 - Contractor's obligations under Paragraph 3.18
 - Owned, non-owned, and hired motor vehicles
 - Broad Form Property Damage including Completed
 - Operation
 - Umbrella Excess Liability
- All insurance policies shall be written on an occurrence basis.*
- .10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claim-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with paragraph 9.10.2.

ADD THE FOLLOWING TO PARAGRAPH 11.1.2

- 11.1.2.1 The Insurance required by paragraph 11.1.1 shall be written for not less than the following, or greater if required by law:
1. Worker's Compensation, and related coverage's under paragraph's 5.04 A1 and A.2 of the General Conditions.

- a. State: Statutory Limit
 - b. Applicable Federal: Statutory Limit
 - c. Employer's Liability: \$100,000
 - Ea. Accident \$100,000
 - Disease – Policy Limit \$500,000
 - Disease – Ea. Employee \$100,000

- 2. Contractor's General Liability under paragraphs 5.04 A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminates the exclusion with respect to property under the care, custody and control of the Contractor:
 - a. General Aggregate \$1,000,000:
 - b. Products-Completed Operations Agg. \$1,000,000

 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurance (Bodily Injury and Property Damage) \$1,000,000
 - e. Fire Damage (any one Fire) \$50,000
 - f. Medical Expense (any one expense) \$5,000
 - g. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable
 - h. Excess or Umbrella Liability
 - General Aggregate \$1,000,000
 - Each Occurrence \$1,000,000

- 3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:

Each Person	\$1,000,000
Each Accident	\$1,000,000

 - b. Property Damage

Each Accident	\$1,000,000
---------------	-------------

 - c. Combined Single Limit of \$1,000,000

- 4. The Contractual Liability coverage required by paragraph 5.04B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury

Each Accident	\$1,000,000
Annual Aggregate	\$1,000,000

 - b. Property Damage

Each Accident	\$1,000,000	Annual
Aggregate	\$1,000,000	

5. The following shall be included as additional insured parties on Contractor's liability policies:

a. The City of Springfield, Tennessee – Owner

b. Lose & Associates, Inc. – Engineer

11.1.2.2 Each policy shall provide either in the body of the policy or by appropriate endorsement (rider) to the policy, that such policy cannot be altered or canceled in less than ten days after the mailing of written registered notice to the Owner of such alternation or cancellation, or not less than five days after actual receipt by the Owner of such written notice.

ADD THE FOLLOWING SENTENCE TO PARAGRAPH 11.1.3

11.1.3 If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

ADD THE FOLLOWING PARAGRAPH 11.1.4

11.1.4 Furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of all coverage required by 11.1.1, 11.1.2, and 11.1.3. The form of the certificate shall be AIA Document G705 or a form approved by the Architect. Furnish to the Owner copies of endorsements that are subsequently issued amending coverage or limits.

DELETE THE LAST TWO SENTENCES OF PARAGRAPH 11.2.1 AND
SUBSTITUTE THE FOLLOWING

11.2.1 The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract.

ADD THE FOLLOWING PARAGRAPH 11.2.2

11.2.2 .1 Limits for protection required for Contractual Liability shall be the same as specified for Comprehensive General Liability.

.2 Umbrella Excess Liability:

\$1,000,000 over primary insurance

\$25,000 retention

DELETE PARAGRAPHS 11.3, 11.3.1 AND 11.3.3

MODIFY PARAGRAPH 11.4 AS FOLLOWS

- 11.4.1 In the first sentence, delete "Unless otherwise provided, the Owner" and substitute "The Contractor". Add the following: "The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs proportionally attributable thereto."
- 11.4.1.2 Delete paragraph 11.3.1.2 and substitute the following: "If by the terms of this insurance any mandatory deductibles are required, or if the Owner should elect to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Owner shall be responsible for payment of the amount of the deductible in the event of a paid claim."
- 11.4.1.3 Delete Paragraph 11.4.1.3
- 11.4.4 Delete Paragraph 11.4.4
- 11.4.6 Delete paragraph and substitute with the following: "Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor."
- 11.4.7 Modify Paragraph 11.4.7 by substituting "Contractor" for "Owner" at the end of the first sentence.
- 11.4.8 Modify paragraph 11.4.8 by substituting "Contractor" for "Owner" as fiduciary; except that at the first reference to "Owner" in the first sentence, the word "this" should be substituted.
- 11.4.9 Modify paragraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears.
- 11.4.10 Modify paragraph 11.4.10 by substituting "Contractor" for "Owner" each time the latter word appears.

MODIFY PARAGRAPH 11.5 AS FOLLOWS

- 11.5.1 Delete paragraph 11.5.1 and substitute the following: "The Contractor shall furnish to the Owner and keep in force during the term of the Contract performance and labor and material payment bonds guaranteeing that the Contractor will perform its obligations under the Contract and will pay for all labor and material furnished for the work. Such bonds shall be issued in a form and by a surety reasonable acceptable to Owner, shall be submitted to Owner for approval as to form, shall name the Owner and its leader as obligees and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract). The Contractor shall deliver the executed, approved bonds to the Owner within three (3) days after execution of this Agreement."

ADD THE FOLLOWING PARAGRAPHS 11.5.1.2, 11.5.3, 11.5.4, AND 11.5.5

11.5.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.5.3 The bonding company shall furnish a letter to the Owner from the home office acknowledging the bond(s). Separate bonds are preferred; however, a single bond providing the stated coverage will be acceptable.

The costs of all bonds furnished hereunder shall be included in the Contract Sum.

11.5.4 The Owner shall have the right to waive any bonds required to be provided hereunder, in which event the amount of the premium of any such waived bond shall be deducted from the Contract Sum by appropriate Change Order.

11.5.5 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ADD THE FOLLOWING PARAGRAPH 11.6.1

11.6.1 If the Owner or Contractor is damaged by the failure of the other to purchase or maintain any insurance or bond required by these Contract Documents, within the written consent of the other, then the party failing to so purchase or maintain such insurance or bonds shall pay all costs incurred by the other party, including, but not limited to, reasonable attorneys fees.

ARTICLE 13: MISCELLANEOUS PROVISIONS

MODIFY PARAGRAPH 13.5.2 AS FOLLOWS:

13.5.2 Change the last sentence to read: "The Contractor shall bear the cost of all inspections, tests, and approvals unless otherwise specified.

13.11 Utility Service

The Contractor shall provide and maintain at his own expense any water, electric, or other utility service used in the construction of the work.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

DELETE PARAGRAPH 14.2.1 AND 14.2.3 AND SUBSTITUTE THE FOLLOWING

14.2.1 The Owner may terminate this Contract at any time, with or without cause, by a notice in writing from the Owner to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid an amount for services performed to date.

- 14.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Paragraph 14.2.1.

ADD THE FOLLOWING SECTION:

- 14.3.3 Upon receipt of written notice from the Owner of termination, the Contractor shall:
1. Cease operations as directed by the Owner in the notice.
 2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

END OF SUPPLEMENTARY CONDITIONS

SECTION 011000 – SUMMARY OF WORK

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 the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Owner-furnished products.
 - 4. Use of premises.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: MLK Park Soccer Field Irrigation
- B. Project Location: MLK Park in Springfield, Tennessee
- C. Owner: City of Springfield
 - 1. Owner's Representatives: Terry Martin
The Center
401 Main Street
Springfield, TN 37172
Phone: 615-382-1655
- D. Designer (Managing Design Professionals): Lee Davidson, Vice President
Lose & Associates, Inc.
1314 5th Avenue North, Suite 200
Nashville, TN 37208
615-242-0040
- E. The Work consists of the following:
 - 1. The Work includes the installation Irrigation for two soccer fields as noted on plans and specifications.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

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 specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
 - 1. Division 01 Section "Unit Prices" for administrative requirements for using unit prices.
 - 2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

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 specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
 - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing use of unit prices.
 - 3. Division 01 Section "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the 25th day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
- F. Transmittal: Submit five (5) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 48 hours. One copy shall include waivers of lien and similar attachments if required.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

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 provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Coordination Drawings.
 - 2. Administrative and supervisory personnel.
 - 3. Project meetings.
 - 4. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
 - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Project closeout activities.
 - 7. Startup and adjustment of systems.
 - 8. Project closeout activities.

1.5 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
- B. Key Personnel Names: Within 10 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 14 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
- C. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
- D. Coordination Meetings: Conduct Project coordination meetings at monthly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings.

1.8 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- C. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow 10 working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
- D. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013300 - SUBMITTAL PROCEDURES

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 submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
 - 3. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 4. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Architect for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
- C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time

will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- E. Identification: Place a permanent label or title block on each submittal for identification.
- F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
- H. Use for Construction: Use only final submittals with mark indicating "Approved" taken by the Architect.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of the Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- E. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
- B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of all Architects and owners, and other information specified.
- D. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

- E. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- F. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.

2.3 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

2.4 ARCHITECT'S/ ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 017300 - EXECUTION

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 general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
 - 7. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 3. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the actual site. If discrepancies are discovered, notify the Architect promptly.
- B. Site Improvements: Locate and lay out site improvements.

3.4 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work.

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment, as indicated.
1. Make vertical work plumb and make horizontal work level.
 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted. Remove all waste materials from site and dispose of them at a proper landfill site.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

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 contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.
 - 3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 4. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 5. Complete startup testing of systems.
 - 6. Submit test/adjust/balance records.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Advise Owner of changeover in heat and other utilities.
 - 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 10. Complete final cleaning requirements, including touchup painting.
 - 11. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect

will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction[Use CSI Form 14.1A.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

PART 2 - RODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

END OF SECTION 017700