

Baldwinsville Central Schools

29 East Oneida Street
Baldwinsville, New York 13027
(315) 638-6055
(315) 635-3970 (fax)

TO: Board Of Education
FROM: James Rodems
DATE: October 7, 2013
RE: Bid Award #344

It is recommended that the Bid for:
2012/13 Capital Outlay Project-Site Reconstruction

be awarded to the low bidder (below):

Lan-Co Companies Inc.....\$46,430.00

2012/13 Capital Outlay Project-Site Reconstruction

Baldwinsville CSD

Wednesday, September 25, 2013 at 2:00PM

	Davis Wallbridge Inc	Paul F. Vitale Inc	Lan-Co Companies Inc
Base Bid	\$ 41,000.00	\$ 53,550.00	\$ 37,630.00
Alternate 1	\$ 6,000.00	\$ 11,000.00	\$ 8,800.00
	\$ 47,000.00	\$ 64,550.00	\$ 46,430.00

Bids were also sent to:
Robert H. Law Inc.

Baldwinsville Central Schools

29 East Oneida Street
Baldwinsville, New York 13027
(315) 638-6055
(315) 635-3970 (fax)

• REQUEST FOR BID •

Bids are to be addressed and delivered to:

Baldwinsville Central School District

Business Office

Attn: Patricia McKenna

29 East Oneida Street

Baldwinsville, New York 13027

They will be received until Wednesday, September 25, 2013 at 2:00PM at which time they will be opened for:

#344 2012/13 Capital Outlay Project-Site Reconstruction

Name _____

Address _____

Contact _____

Phone _____

Fax _____

Email _____

Please do not separate these pages.

Baldwinsville Central Schools

Baldwinsville, New York 13027

- INSTRUCTIONS & SPECIAL CONDITIONS -

1. The Baldwinsville Central School District invites you to participate in the Bid for 2012/13 Capital Outlay Project-Site Reconstruction.
2. It is the intent of this District to buy good, quality merchandise. Where a specific brand has been indicated for any item in bid it is to mean **"or equal to"**. Where substitutes for items specified are offered, which are claimed to be equivalent, bidder must furnish information as to manufacturer, brand and catalog number. Failure to do so will indicate to the District that EXACT item as specified is being bid. If substitute items are found to be less than the quality specified, the item(s) will be rejected. The School District shall be the sole determination as to the quality of the product and such decision shall be final.
3. This document contains the following items:
 1. Cover Page (1)
 2. Instructions & Special Conditions (2)
 3. General Conditions (3)
 4. Non-Collusive Bidding Certification (4)
 5. Bid Bond (5)
 6. Proposal Form (6)
 7. Specifications
2. It is the responsibility of the Vendor to make sure all pages are included in the Packet. If any part of the packet is missing you must notify this office **prior** to the deadline so a complete packet can be sent. *Failure to complete any part of the bid because it was not included in the packet may be cause for rejection.*
6. Direct any inquires to Patricia McKenna, Purchasing, (315) 638-6060 or email at Pmckenna@bville.org.
7. There are two parts to this bid. The Base Bid and Alternate 1. The District will award Alternate 1 dependent on the cost of Base Bid. If Alternate 1 is awarded, it will be to the lowest responsible bidder for both Base and Alternate 1 combined.
8. Each Bidder must deposit with his Bid, security in an amount and form subject to the conditions provided in the Bidding Documents.
9. A Pre-Bid Walkthrough will be held on Thursday, September 12, 2013 at 10:00am at Ray Middle School. Please contact Steve Rosenberger, Superintendent of Buildings & Grounds (638-6100), if you plan on attending the Walkthrough.
10. **Work to be completed before November 15, 2013.** Scheduling will be coordinated with Steve Rosenberger upon notice of award.
11. **A list of references is required.**
12. Vendor is to comply with all State and local regulations relating to labor such as minimum hourly wage (prevailing wage), working conditions, insurance, and safety factors.
13. The District will not pay any additional delivery charges and/or sales tax. Bid price is to include all charges.
14. Bid tabulation will not be mailed unless a SASE is included. Tabulation can be viewed on the school website at www.bville.org/Departments/Business Office/Purchasing.
15. The Board Of Education reserves the right to waive any informalities in or reject any or all bids.

BALDWINSVILLE CENTRAL SCHOOL DISTRICT

Baldwinsville, New York 13027

- GENERAL CONDITIONS -

(for the purchase of materials, supplies, and equipment)

All invitations to bid issued by the above named school district will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the School District.

DEFINITIONS

"School District"	- shall be the legal designation of the district
"Board"	- the Board of Education of the School District
"Bid"	- an offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, and the specifications
"Bid Offer"	- the form on which the bidder submits his bid
"Bidder"	- any individual, company, or corporation submitting a bid
"Successful Bidder"	- any bidder to whom an award is made by the School District
"Specifications"	- description of materials, supplies, and/or equipment and the conditions of its purchase

BIDS

- The date and time of bid opening will be given in the 'Notice to Bidders'.
- All bids must be submitted on and in accordance with forms provided by the board.
- All bids received after the time stated in the 'Notice to Bidders' may not be counted and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having their bid deposited on time at the place specified.
- All information required by 'Notice to Bidder's', 'Specifications', and 'Bid Offer', in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
- The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, or equipment required and a representation that the bidder can furnish the supplies, materials or equipment satisfactorily in complete compliance with the specifications.
- No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
- Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed or typewritten signatures are not acceptable.
- Sales to School Districts are not affected by any fair trade agreements. (General Business Law, Ch. 39, Sec. 369-A, Sub.3, L. 1941).
- No charge will be allowed for federal, state or municipal sales and excise taxes since the School District is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
- In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the School District as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must, in every instance, give the trade designation of the article, manufacturer's name, and detailed specification of items he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
- Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified.
- All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid may be rejected.
- All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise bid may be rejected.
- Bidder must insert the price per unit and the extensions against each item in their bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
- Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
- Under penalty of perjury, the bidder certifies that:
 - The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies or equipment of the type described in the invitation for bids, and
 - The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid. See Section 103-d reproduced on back.
- All bids must be sealed. They may be submitted either in plain, opaque envelopes, or in those furnished by the School District.

Bid envelopes must be clearly marked "Bid". Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telegraphed bids may be considered at the discretion of the School District. Telephoned quotations or amendments will not be accepted at any time.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the School District, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the School District in the form of addenda to the specifications. All addenda so issued shall become a part of the contract document.

20. If supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the School District. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the Board.

SAMPLES

1. All specifications are minimum standards; and accepted bid samples do not supersede specifications for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
2. The School District reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the School District may reject the bid; or if award has been made, cancel the contract at the expense of the successful bidder.
3. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid

opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying address to which they are to be returned provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. The School District will not be responsible for any samples destroyed or mutilated by examination or testing. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the School District shall have the right to dispose of them as its own property.

AWARD

1. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.
2. The School District reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part, to waive technical defects; qualifications; irregularities; and omission, if in its judgment the best interest of the district will be served. Also reserved is the right to reject, for cause, irregularities; and omission, if in its judgment the best interests

of the district will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at lower price.

3. The School District reserves the right to make awards within sixty (60) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
4. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right is reserved to award bids on individual items or on total sums.

CONTRACT

1. Each bid will be received with the understanding that the acceptance thereof in writing by the School District, approved by the Board of Education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the School District. Contract shall bind the successful bidder on their part to furnish and deliver at the prices and in accordance with the conditions of their bid. Contract shall bind the School District on its part to order from such successful bidder (except in the case of emergency) and to pay for the contract prices, all items ordered and delivered, within ten (10) per cent over or under the award quantity, unless otherwise specified.
2. The placing in the mail of a notice of award or purchase order to a successful bidder, to the address given in their bid, will be considered sufficient notice of acceptance of contract.
3. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the School District, or fails to make replacements of rejected articles, when so requested, immediately or as directed by the School District, the School District may purchase from other sources to take

the place of the item rejected or not delivered. The School District reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the School District promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

4. A contract may be canceled at the successful bidder's expense upon non-performance of the contract.
5. If the successful bidder fails to deliver as ordered, the School District reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.
6. Cancellation of contract for any reason may result in the removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.
7. When materials, equipment or supplies are rejected, they must be removed by the successful bidder from the premise of the

School District within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the School District shall have the right to dispose of them as its own property.

8. No items are to be shipped or delivered until receipt of an official order from the School District.

9. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title, or interest therein, or their power to execute such contract, to any other person, company, or corporation, without the previous written consent of the School District.

INSTALLATION OF EQUIPMENT

1. The successful bidder shall clean up and remove all debris and rubbish resulting from their work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.
2. Equipment, supplies, and materials shall be stored at the site only on the approval of the School District and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
3. Work shall be progressed so as to cause the least inconvenience to the School District and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install their work promptly.
4. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
5. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

GUARANTEES BY THE SUCCESSFUL BIDDER

6. The Successful bidder guarantees:
 - a) Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b) To furnish adequate protection from damage for all work and to repair damages of any kind for which they or their work people are responsible, to the building or equipment, to their own work, or the work of other successful bidders.
 - c) To carry adequate insurance to protect the School District from loss in case of accident, fire, theft, etc.
 - d) That all deliveries will be equal to the accepted bid sample.
 - a) That the equipment or furniture offered is standard, new, latest model or regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the School District.
2. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the School District.

DELIVERY

1. Delivery must be made as ordered and in accordance with the proposal and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the School District as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 51 will be cause for open market purchase at the expense of the successful bidder.
2. The School District will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, as replacement, or is overdue, in which event the conveniences of the School District shall govern.
3. Items shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
4. The successful bidder shall be responsible for delivery of items in good condition at point of destination. They shall file with the carrier all claims for breakage, imperfections and other losses, which will be deducted from invoices. The receiving School District will note, for the benefit of successful bidder, when packages are not received in good condition.
5. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the School District. The successful bidder will be required to furnish proof of delivery in every instance.
6. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder and the School District accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to them. No help for unloading will be provided by the School District, and suppliers should notify their truckers accordingly.
7. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered:
 - a) Contract Number and/or Purchase Order Number
 - b) Name of Article
 - c) Item Number
 - d) Quantity
 - e) Name of successful bidder

f) Cartons shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition

shall be considered sufficient reason for refusal to accept goods.

PAYMENTS

1. Payment for the used position of an inferior delivery will be made by the School District on an adjusted price basis.
2. Payments of any claim shall not preclude the School District from making claim for adjustment of any item found not to have been in accordance with general conditions and specifications.

SAVING CLAUSE

1. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract
2. shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God.

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

1. Section 103-d. Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: non-collusive bidding certification.
2. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
3. The price in this bid has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
4. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
5. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
6. A bid shall not be considered for award nor shall any award be made where (a), (1), (2), and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition.
7. The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, with more, a disclosure within the meaning subparagraph one (a).
8. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision on of the section, shall be deemed to have been authorized by the board of directors of the bidders, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BALDWINSVILLE CENTRAL SCHOOL DISTRICT
 Baldwinsville, New York 13027

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that:

1. This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that they has fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;
5. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Signature

Title

RESOLUTION - for corporate bidders only

RESOLVED that _____ be authorized to sign and submit the proposal of this corporation for the subject bid and to include in such proposal the certification for the subject bid and to include in such proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

A resolution authorizing the above signature was adopted by this corporation at a regular meeting of its board of directors. Such resolution is still in full for force and effect.

SEAL OF THE CORPORATION _____

Secretary

Baldwinsville Central Schools

Baldwinsville, New York 13027

- BID SECURITY -

1. Each Bid shall be accompanied by Bid security in the form of a Certified Check of the Bidder or a Bid Bond duly executed by the Bidder as principal and having a Surety Company thereon qualified to do business in the State of New York, in an amount not less than 5% of the amount of the Base Bid, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Contract Documents and will, if required, furnish Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract within 10 days after he has been offered a Contract or fails to furnish such bonds, if required, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as penalty. The amount of the Bid security shall not be forfeited to the Owner in the event the Owner fails to comply with paragraph 4 below.
2. If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.
3. Retainage of Bid Security: Such check or Bid Bond will be returned to all except the three lowest Bidders within five (5) days after the opening of the Bids. The remaining security will be returned to the three lowest Bidders within forty-eight (48) hours after the Owner and the accepted Bidder have executed the Contract, or if no Contract has been so executed, within forty-Five (45) days after formal Bid opening, so long as Bidder has not been notified of the acceptance of his Bid.
4. The owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.



AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter
called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of (\$ _____), for the payment of
which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal
shall enter into a Contract with the Oblige in accordance with the terms of such bid, and
give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the
failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Oblige the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Oblige may in good faith
contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Baldwinsville Central Schools

29 East Oneida Street
Baldwinsville, New York 13027
(315) 638-6055
(315) 635-3970 (fax)

- PROPOSAL FORM -

2012/13 Capital Outlay Project-Site Reconstruction

Due: Wednesday, September 25, 2013 @ 2:00PM

Company _____

The undersigned _____

Printed Name: _____

Address: _____

Signature: _____

Contact: _____

Phone: _____

Email: _____

hereby certifies that he/she fully comprehends the requirements and intent of the proposed work, and being familiar with all the conditions surrounding the project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, plant and equipment, and other facilities necessary or proper for or incidental to the performance of the proposed work and does hereby agree to perform all work of the project in accordance with the Contract Documents at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The above signed agrees to furnish all Materials, Labor, and all other costs for the completion of the Base Bid (excluding Alternate 1) for the total Lump Sum of:

Base Bid: _____ DOLLARS \$ _____

In addition, the above signed agrees to furnish all Materials, Labor, and all other costs for the completion of Alternate 1 for the total Lump Sum of:

Alternate 1: _____ DOLLARS \$ _____

The above amounts, and the amounts indicated for Alternates, if any, shall be shown in typing or written in ink in both words and figures. In case of a discrepancy, the amount show in words will govern.
In submitting this Bid, it is understood that the right is reserved by the District to accept or reject any or all bids.

Bid Bond submitted as required? Yes or No

Completion by November 15, 2013? Yes or No

Comply with all State and local regulations relating to labor such as minimum hourly wage (prevailing wage), working conditions, insurance, and safety factors? Yes or No

Attend Walk-Through? Yes or No

References Furnished? Yes or No

Warranty/Guarantee: _____

SECTION 311201 - SITE PREPARATION

1.0 PART 1 - GENERAL

1.1 RELATED DOCUMENTS

The general provisions of the Contract, including General and Supplementary Conditions and General Requirements (if any), apply to the work specified in Division 31, 32 and 33.

1.2 DESCRIPTION OF WORK

- A. The extent of site preparation is shown on the drawings.
- B. Site preparation work includes, but is not limited to, the following:
 - 1. Site investigation
 - 2. Site clearing and removals
 - 3. Asphalt milling
 - 4. Relocations
 - 5. Clean up
- C. Provide materials, labor, equipment and services required to accomplish related work in accordance with the drawings and specifications.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 329201 - Lawns

1.4 SITE INVESTIGATION

- A. Visit site before bidding and inform self of site conditions affecting work. No allowance will be made in the work of this contract for failing to determine site conditions.
- B. Verify locations and protect utilities and structures, whether or not shown on the drawings. Existing utilities and structures shown on the drawings are for the Contractor's convenience and locations are not guaranteed.
- C. Verify survey information given on drawings. Notify the Architect of any and all discrepancies prior to commencing work. Commencement of work will be construed as complete acceptance of survey information.
- D. Locate and protect from disturbance existing survey monuments, pins, marker and benchmarks whether or not shown on drawings. When any disturbance or damage occurs, notify Architect in writing within 24 hours. Describe nature of disturbance or damage and date first occurred. Provide copies to applicable government and municipal agencies. Pay costs for restoring monument to satisfaction of said agencies, at no additional expense to the Owner.

1.5 JOB CONDITIONS

- A. Examine drawings and specifications for the entire project. Become familiar with the scope and sequencing of work required. Coordinate and cooperate with other Contractors and trades working in and adjacent to the project.
- B. Examine site work prepared prior to this contract. Commencement of work will be construed as complete acceptance of preparatory work by others.
- C. Obtain and pay for permits required by authorities. Perform the work in compliance with applicable standards, codes and requirements of governing authorities having jurisdiction.
- D. Safety is the sole responsibility of the Contractor.
- E. Burning on site and use of explosives are not permitted.
- F. Responsibility for existing utilities:
 - 1. Contact Underground Facilities Protection Organization (UFPO) at least two (2) full working days, and not more than ten (10) working days, before digging begins or as required by latest state law. Locate by hand excavation and provide protection from damage to existing utilities to remain in the area. (Tel. 1-800-962-7962)
 - 2. Existing utilities encountered within excavated areas shall be supported, blocked and/or braced in a manner approved by the Owner of the utility. Leave supports in place to the extent required by the Owner of the utility.
 - 3. Should uncharted or incorrectly charted utilities be encountered, notify the Architect immediately for directions as to procedure. Walk the site with the Owner's Building and Grounds Superintendent to discuss approximate locations of reputed utilities not shown on the survey.
 - 4. Do not break utility connections without providing temporary services as acceptable to the Architect.
 - 5. Repair and pay for damages to existing utilities as directed by utility owner at no additional cost to the Owner.
 - 6. Cap ends of utilities to be abandoned or removed in accordance with regulatory agencies and as directed by the Architect.
- G. Provide protections and conduct operations to prevent injury and damage to persons, work of other Contractors, existing items to remain, structures, pavements, and adjacent properties.
- H. Restore work damaged by this Contractor inside and outside the contract limits to the condition existing prior to the start of work, unless otherwise directed, to the satisfaction of the Architect at no additional cost to the Owner.

- I. Vehicular and pedestrian traffic control:
 - 1. Maintain vehicular and pedestrian traffic during construction activities.
 - 2. Provide alternate routes and traffic control around closed and obstructed traffic ways as required by governing regulations.
 - 3. Provide temporary fencing, flagpersons, barricades, warning signs, and warning lights to protect the public and cause the least interruption of work.
- J. Field Measurements: Take necessary field horizontal and vertical measurements required in order to perform the work. Assume complete responsibility for accuracy of such requirements.
- K. Removal of snow, debris and clean up:
 - 1. Control air pollution caused by dust and dirt; comply with governing regulations. Water to control dust when necessary. Provide water sprinkling materials, equipment and labor to prevent the nuisance of dust to the surrounding areas.
 - 2. Legally dispose of removed and demolished items, including trash and debris, off the Owner's property, at a licensed disposal facility having adequate capacity to accept the project's waste.
 - 3. Burning of combustible materials on the site is not permitted.
 - 4. During the contract and at intervals as directed by the Architect, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, neat, well-draining condition.
 - 5. Soil Removal: Sweep roads, access ways, paved areas, and parking areas where soil, mud and debris have dropped or tracked from construction and delivery vehicles.
- L. Construction Review - General: Site visits will be made by the Architect and/or Landscape Architect to observe construction conformance to drawings and specifications. The occasional site visits by the Architect and/or Landscape Architect shall not be construed as supervision of construction or make him responsible for the safety programs and precautions, including but not limited to the safe access, visit, use, work travel, or occupancy of any person. Site visits shall not make the Architect and/or Landscape Architect responsible for means, methods, techniques, sequences or procedures of construction selected by the Construction Manager, Contractor or his Sub-contractors.
- M. Site Complexity: The existing site will be intensively developed. Because of the construction and resulting graphic complexity, it is impractical to show every detail. However, the general design intent is clearly shown and shall be applied to individual conditions not specifically shown as directed by the Architect and at no additional cost to the Owner.
- N. Asbestos, Toxic and Hazardous Materials: The Division 31, 32 and 33 site work contract does not include testing for, handling or removal of asbestos, toxic or hazardous waste

materials. If any such materials are encountered during any part of the site work, the Contractor is responsible for identifying potential hazardous material and immediately (within one (1) hour of discovery) notifying the Architect, Landscape Architect, Consultants, Owner and governing agencies having jurisdiction. The Owner shall provide testing and removal by others, under separate contract. The Contractor shall recommence work under this contract when the Owner provides written certification that removal is complete. The Contractor shall not be penalized for any delays caused by the hazardous testing and removal. The Contractor shall indemnify and hold harmless the Architect, Landscape Architect, Consultants and Owner, agents, and employees from and against claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by the Architect, Landscape Architect, Consultants and Owner, or claims against the Architect, Landscape Architect, Consultants and Owner arising from the work of others, related to hazardous waste.

The above indemnification provision extends to claims against the Architect, Landscape Architect, Consultants and Owner which arise out of, are related to, or are based upon, the dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface soil, water or water courses, objects, or any tangible or intangible matter, whether sudden or not.

- O. Salvageable Items: Remove at any time after work starts. Storage or sale on site of salvageable and removed items is not permitted. Do not remove topsoil from site without written permission from the Owner.
- P. The terms "Architect" and "Landscape Architect" for Divisions 31, 32 and 33 work shall mean Appel Osborne Landscape Architecture, 102 West Division St., Suite 400, Syracuse, NY 13204, Tel. (315) 476-1022. Facsimile (315) 479-7573 or other representative(s) that King + King Architects may determine.
- Q. SUBMITTALS/PROCEDURES: Submit Tests, Shop Drawings, Material Certificates (showing content/mechanical analysis) and Manufacturer's Product Data (MPD) to Architect for review a minimum of two (2) weeks prior to installation.
 - 1. Provide a minimum of five (5) copies from material producer or laboratory, stamped as checked and approved by the Contractor before submittal to the Architect or as otherwise indicated in Division 1.
 - 2. Refer to individual specification sections for a list of required submittals.
 - 3. For each material certificate required, provide certification by an Architect approved independent testing laboratory which gives analysis results and states that the material complies with or is superior to the specified requirements.

1.6 SUBMITTALS: (See Section 311201, 1.5 above)

- A. Provide material certificate showing content/mechanical analysis for granular backfill.

- B. Provide photographic documentation. Photographically document existing features which, may be affected by the construction, inside and outside the contract limit line. Existing features include, but are not limited to: structures, pavements, curbs, utilities, lawns and vegetation, especially individual trees which are over six (6") inches in diameter and noted to remain on the drawings. Also, particular attention shall be paid to the construction access, stockpile and haul road areas. Distribute a copy of the photographic documentation (color prints or high quality DVD) to the Owner and Architect prior to construction.

2.0 PART 2 - PRODUCTS - NOT USED

3.0 PART 3 - EXECUTION

3.1 ASPHALT MILLING

- A. Mill existing asphalt to limits shown on the drawings and remove from site. The contractor shall retain ownership of the asphalt millings.
- B. The Contractor shall use equipment with automatic grade and slope controls, capable of cold milling existing asphalt pavement to an accurate depth of cut, profile and cross slope and shall be capable of loading the milled material directly into trucks.
- C. Cold milling asphalt pavement shall be performed in a manner which prevents the tearing and breaking of underlying and adjacent pavement and the contamination of the millings with granular, subgrade or deleterious materials. All millings shall be loaded directly to trucks from the milling machine and hauled to stockpile or disposed of.

The milled surface shall be swept clean prior to installation of new surface material. The Contractor shall sweep the surface in a manner which minimizes dust.

The Contractor shall promptly repair any localized areas of distress in the milled surface that may present a hazard to traffic or deemed unsuitable by the Architect.

3.2 CLEAN UP

During the contract and at intervals as directed by the Architect and as site preparation is completed, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, well draining, neat condition.

END OF SECTION 311201

SECTION 321201 - ASPHALT PAVING

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of asphalt paving is shown on the drawings.
- B. Paving work includes, but is not limited to, the following:
 - 1. Asphalt overlay with fabric
 - 2. Painted line markings
 - 3. Hot pour crack sealant
 - 4. Clean up
- C. Provide materials, labor, equipment and services required to accomplish related work in accordance with the drawings and specifications. Work shall meet NYSDOT Section 400 Hot Mix Asphalt Standard Specification 1/2/02 or latest issue.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 311201 - Site Preparation (Asphalt Milling)

1.3 SUBMITTALS: (See Section 311201, 1.5)

Provide material certificates showing content/mechanical analysis for the following. Provide samples only as noted:

- 1. Asphalt Overlay with Fabric: MPD and NYSDOT Type 7F2 Wearing Course with Type 5 Shim Material Asphaltic Concrete Certificate.
- 2. Paint for lines, shapes: MPD
- 3. Hot pour crack sealant

1.4 JOB CONDITIONS

- A. Job conditions in Section 312201 apply.
- B. Atmospheric conditions for applying courses:
 - 1. Place asphalt concrete wearing course only when atmospheric temperature is above 50 degrees F. and rising, and when asphalt binder course is dry.
 - 2. Place Type 5 Shim only when air temperature is above 45 degrees F. and rising and when asphalt base course or granular base course is dry.
- C. Grade Control: Establish and maintain required lines and elevations.
- D. Codes and Standards: Perform the work in compliance with applicable requirements of governing authorities having jurisdiction. Obtain and pay for permits required by local authorities.

- E. Construction Review: Notify the Architect when the existing asphalt has been milled, shimed and ready for the asphalt wearing course.

1.5 QUALITY ASSURANCE

- A. The paving contractor shall have the experience of at least three (3) similar installations within the past three (3) years. These installations shall be in locations and operating conditions similar for this project.

2.0 PART 2 - PRODUCTS

2.1 ASPHALT OVERLAY WITH FABRIC

- A. Overlay Fabric: Shall be a self adhering waterproofing membrane. Standard of quality shall be Mirafi Miratak, (800-234-0484), or Architect approved equal.
- B. Asphalt Tack Coat Cement: For proper bond of new wearing course to existing milled asphalt surface, shall meet the requirements of NYSDOT, Section 407. Select proper asphalt cement for pavement and weather conditions.
- C. Crack Filler: Shall be hot pour crack sealant Crackmaster Supreme as manufactured by ThorWorks Industries (800) 326-1994.

2.2 PAINTED LINE MARKINGS

Striping and Symbols: Use a traffic resistant paint, factory-mixed, regular-drying, and non-bleeding for striping, symbols and arrows. Use acrylic or latex white paint. NOTE: Glass beads are not required.

2.3 HOT POUR CRACK SEALANT

- A. Shall be supplied in solid blocks comprised of heat stabilized polymers and asphalt.
- B. Meeting the following material requirements when tested in accordance with ASTM D5167, ASTM D5249, ASTM D5329, ASTM D5-97, and ASTM D36-95. (see chart below)

Chemical & Physical Analysis

Recommended Application Temperature	390-410°F
Maximum Heating Temperature	450°F
Penetration (150gr/5 sec.)	40
Cone Penetration at 25°C	90 max.
Flow at 60°C, mm	3 max.
Softening point	205°F min.
Resiliency %	60% min.
Bond 0°F	(1" Mandrel)-Pass
Bond, non-immersed	Passes 3 cycles at 50% ext. at -29°C
Specific Gravity	1.02

Asphalt Compatibility

Passes

- C. Standard or quality shall be Crack Master Supreme as manufactured by Thorworks Industries, Inc., 800-395-7325, www.thorworks.com or approved equal.

3.0 PART 3 - EXECUTION

3.1 PREPARE SURFACE

- A. Saw cut existing asphalt pavements to contract limit line with straight, neat edge for joining with proposed asphalt pavement.

3.2 ASPHALT OVERLAY WITH FABRIC

- A. After milling, thoroughly clean existing surface of dirt, oils and other debris by power washing and sweeping. Remove weeds and debris from cracks and fill with hot pour crack sealant as recommended by the manufacturer, flush with grade. Shim low spots deeper than ½" in 10' (true and level) with a thin layer of Type 5 shim asphalt as directed by the Architect.
- B. Prior to placing fabric over cracks, apply primer as recommended by the manufacturer if ambient temperature is below 45 degrees F. Unroll fabric by peeling away the release paper. Fabric shall overlap crack by a minimum of 12 inches. Pneumatically roll the fabric to ensure firm contact and adhesion with the existing surface. Refer to manufacturer's instructions for further information to be followed when installing the fabric.
- C. Place asphaltic emulsion tack coat on entire pavement surface prior to overlay wearing course. Tack coat shall meet NYSDOT item 702-90 with 702-3401, HFMS-2h medium setting at the rate of 0.15 to 0.25 gals./s.y. When pavement surface temperature is above or below the 75-130 degree F. range, the grade of emulsion must be modified according to the manufacturer's recommendation.
- D. Use a light seal roller (1-2 tons) over the asphalt overlay areas.

3.3 FIELD QUALITY CONTROL

- A. Surface Smoothness: Test finished surface of each course for smoothness, 10' straightedge applied parallel with, and at right angles to, centerline of paved areas. Surfaces will not be acceptable when exceeding the following tolerances for smoothness:
1. For Asphalt Concrete:

Wearing Course Surface: 1/8"
- D. Check the surface grades and drainage patterns. Small ponding areas (bird baths) larger than two (2') feet in any dimension are not acceptable. When this test proves that surface conditions are not acceptable, the Contractor will be responsible for correcting the problem areas. Correct by means acceptable to the Architect.

3.4 SURFACE PROTECTION

- A. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- B. Provide protection including, but not limited to, lights, reflective signs, flagpersons and barricades until mixture has cooled and attained its maximum degree of hardness.

3.5 PAINTED LINE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust. Remove dirt, oils and other foreign matter.
- B. Locate to alignment and dimensions as shown on drawings.
- C. Protect: Adjacent surfaces and other items to remain with tape, drop cloths, or other Architect approved means.
- D. Application: Two coats according to manufacturer's recommendations resulting in a dense, opaque application without any pavement showing through. Overspraying along edges will not be accepted. Edges shall be sharp and crisp, to the shapes required by the drawings.
- E. Allow 48 hours minimum curing time for paint before allowing traffic on surfaces. Clean up thoroughly including all protective tape, spilled paint, and debris.

3.6 HOT POUR CRACK SEALANT

- A. The crack must be free from moisture, dust, and loose aggregate. Routing or wire brushing are preferred methods followed by a compressed air heat lance immediately prior to sealing. The substrate and air temperature must be above 40°F.
- B. Shall be melted in direct fired or oil jacketed melters. Material should reach recommended pouring temperature of 390-410°F.
- C. Apply heated crack filler using either a pump and wand system or a pour pot. For best results the sealant depth to width ratio should not exceed 2 to 1 (i.e. 2-inches deep to 1-inch wide). The cooled sealant height should not exceed 1/8" above surrounding pavement. Using a sealing shoe or squeegee, band the material 2 to 3 inches wide over the crack.

3.7 CLEAN UP

During the contract, and at intervals as directed by the Architect, and as asphalt paving is completed, clear the site of extraneous fabric, gravel, asphalt and debris. Leave the site in a clean, safe, well draining, neat condition.

END OF SECTION 321201

SECTION 329201 - SEEDED LAWNS

1.0 PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The extent of the lawn work is shown on the drawings. The lawn work limits equal the Contract Limit Line except as noted on the drawings. Non-paved, non-roofed areas within the Contract Limit Line shall receive four (4") inches settled depth of topsoil and lawn seed. Existing lawn areas that are not disturbed require no additional work.
- B. Lawn work includes, but is not limited to, the following:
 - 1. Importing, placing and spreading topsoil
 - 2. Seed bed preparation and seeding
 - 3. Mulching and fertilizing
 - 4. Maintenance
 - 5. Clean up
- C. Provide materials, labor, equipment, and services required to accomplish related work in accordance with the drawings and specifications.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312201 - Site Earthwork
- B. Section 329001 - Planting

1.3 SUBMITTALS: (See Section 311201, 1.5)

- A. Provide Material Certificates and MPD for:
 - 1. Seed species and source
 - 2. Limestone
 - 3. Fertilizers
- B. Provide Topsoil Test Report: Submit test results from Architect approved independent testing laboratory on their letterhead. Report shall:
 - 1. Certify soil texture and content, pH value, sieve and nutrient analysis.
 - 2. Provide specific recommendations on liming and fertilizing (nitrogen, phosphate and potash).
- C. Lawn Seed Mix: Submit one (1 lb.) pound seed sample for each mix specified in vendor's unopened package with label clearly showing the percentages.
- D. Submit seed tags from all used or partially used seed bags.
- E. Schedule: Prior to construction, provide a schedule which addresses the following lawn thresholds involving erosion control stabilization:

1. Seeding Installation: The Contractor may invoice for 50% of the approved schedule of value breakdown at the time of acceptable installation.
2. Final Acceptance: The Contractor may invoice for the final 50% of the approved schedule of value breakdown at the time of final acceptance.

1.4 QUALITY ASSURANCE

- A. Delivery, Storage, and Handling: Deliver seed and fertilizer materials in original unopened containers clearly showing weight, analysis by weight and name of manufacturer. Store in cool, dry place in a manner to prevent wetting and deterioration.

1.5 JOB CONDITIONS

- A. Job conditions in Section 312201 apply.
- B. Lawn Seeding:
 1. Unless otherwise directed in writing by the Architect, seed lawns from March 15 to May 15, and from August 15 to September 15. Seeding between May 16 and August 14 is not acceptable unless adequate water supply is available.
 2. Provide water, meters, labor, hoses, sprinklers and watering equipment.
 3. Perform lawn seeding using mechanical and hand seeding methods only.
- C. Construction Review: Upon completion of topsoil spreading and seed bed preparation, notify Architect to review work. Fine grade as directed by the Architect to create a smooth well draining surface.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Source: Provide from off site, Architect approved source, when stripped and stockpiled quantity is inadequate to provide four (4") inches settled depth of topsoil for lawn areas at no additional cost to the Owner.
- B. Texture and Content: Provide topsoil conforming to the following:
 1. Soil texture and content:
 - a. Sandy loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material. Topsoil shall be entirely free of dense material, hardpan, clay, stones over 3/4" in diameter, sod, or any other objectionable foreign material, including but not limited to, glass, debris, toxins, hazardous wastes and chemicals (such as atrazine or muriatic acid) that may be injurious to humans, animals and plant materials.

- b. Organic Matter: Containing not less than 4% or more than 8% organic matter in that portion of a sample passing a 1/4" sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
2. pH Value: Containing a pH value within the range of 6.5 to 7.5 on that portion of the sample which passes a 1/4" sieve.
3. Soluble salt content: Not higher than 500 parts per million.
4. Sieve Analysis: Shall be screened or rock picked to meet the following gradation:

<u>Sieve Designation</u>	<u>% Passing</u>
3/4"	100
1/4"	97-100
No. 200	20-65 (of the 1/4" sieve)

2.2 LAWN SEED MIX

- A. Provide fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal, State and latest American Association of Nurseryman (AAN) Standards.
- B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1% by weight.
- C. Provide the following lawn seed mix:

<u>Amount by Weight</u>	<u>Species or Variety</u>	<u>Purity</u>	<u>Percentage Germination</u>
25% (Min.)	Kentucky Bluegrass Blend*	95%	80%
50% (Max.)	Perennial Rye**	98%	90%
25% (Min.)	Red Fescue***	97%	85%
100%			

* Kentucky Bluegrass Blend shall contain a minimum of four (4) of the following varieties in approximately equal proportions: B5-43, Bedazzled, Fairfax, PPH6366, PST-H6-150, Royale (A97-1336), and Unique.

** Perennial Rye Blend shall contain three (3) or more of the following varieties in equal proportions: ABT-99-4.115, ABT-99-4.464, ABT-99-4.965, All Star2 (CIS-PR-78), Applaud (Pennington-11301), Arrival (CIS-PR-84), Brighstar11, Brightstar SLT (PST-2A6B), Exacta, Grand Slam 2L96 (PST-2L96), Hawkeye (SRX4RHT), Kokomo (CIS-PR-69), SR4420 (SRX4820), Stellar (CIS-PR-72), and Sunkissed (ABT-99-4.834)

*** SR5000 is acceptable.

2.3 TACKIFIER

Shall be liquid concentrate diluted with drinkable water forming a transparent three-dimensional film-like crust permeable to water and air, containing no agents toxic to seed germination to hold straw mulch in place. Standard of quality shall be Terra Tack or Architect approved equal.

2.4 FERTILIZER

- A. For Starter Fertilization: Immediately prior to seeding, fertilize with a commercial starter fertilizer, granular, non-burning product, with not less than 50% organic slow acting, micro nutrients and 1% iron, guaranteed analysis commercial fertilizer. Fertilizer shall contain: 15% nitrogen, 24% available phosphorus and 19% water soluble potash (15-24-19). Apply at a rate of 4 lbs/1,000 sf or 175 lbs/acre.

- 2.5 MULCH: Shall be straw consisting of clean stalks of oats, wheat, rye or other approved crops well seasoned before baling which are free of noxious weed seeds and roots.

- 2.6 WATER: Free of substance harmful to lawn, other plants, humans and animals.

3.0 PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify limits of lawn and other types of ground cover materials in the field with drawings. Also any imported and screened topsoil areas. Notify Architect of discrepancies prior to proceeding with lawn work.
- B. Examine finish surfaces, grade, topsoil quality, and depth.
- C. Do not start lawn work until unsatisfactory conditions are corrected.

3.2 SPREAD TOPSOIL

- A. Limit preparation to areas which will be immediately seeded.
- B. Perform topsoil spreading operations only during dry weather.
- C. To insure a proper bond with the topsoil, disc, harrow, or otherwise scarify and loosen the lawn subgrade to a depth of four (4") inches before spreading topsoil.
- D. Spread topsoil to ensure a minimum settled depth of four (4") inches in lawn areas.

3.3 PREPARE LAWN AREAS

- A. Perform a pH test, sieve, and nutrient analysis of the topsoil and advise the results to the Architect prior to adding limestone or other soil amendments.
- B. Remove debris. Remove stone 3/4" or larger by handpicking, fine tooth aluminum grading rakes, and/or mechanized stone picker. When topsoil has hardened, cultivate soil to a four (4") inch depth by plowing, disking, harrowing, or otherwise scarifying and loosening the topsoil.

- C. Grade lawn areas to a smooth, free draining even surface with a loose, moderately coarse texture. Roll, scarify, rake, and level as necessary to obtain true, even lawn surfaces and fill depressions as required to drain. Correct irregularities in the surface resulting from tillage operations to prevent formation of depressions or water pockets.
- D. Cultivate soil to provide a firm bed of minimum of four (4") inches deep, free of clods, stones, or foreign matter over two (2") inches in diameter from the top of soil. Do not move heavy objects except necessary lawn making equipment over the lawn areas after the soil is prepared unless it is again loosened and graded. Remove stones greater than one 3/4" in diameter during cultivation. Level undulations and irregularities in the surface.
- E. Place starter fertilizer at the rate of 4 lbs. per 1,000 S.F. and mix into full depth of topsoil.
- F. Rake area with fine toothed aluminum grading rake before placing sod to obtain a smooth surface at the proper elevation. Drag area with a wood float to level out minor humps and hollows. Beds shall have a smooth friable uniform surface, free of areas ponding water.

3.4 LAWN SEEDING

- A. Notify Architect when seed bed is ready for review as specified in Job Conditions. Obtain Architect's approval prior to seeding.
- B. Seed lawns immediately after preparation of bed and Architect's approval.
- C. Seed at the rate of 5 lbs. per 1,000 S.F.

3.5 MULCHING

- A. Mulch immediately after seeding.
- B. Place mulch by hand or by machine at a rate of one bale/1,000 sq. ft. to produce a light even mulch cover so that 50% of soil is visible through the mulch layer.
- C. Anchor mulch by thorough heavy coat of tackifier over entire area and watering.
- D. Protect seed bed from washout, wind erosion, rutting and drying out. Do not use machinery that leaves ruts in the seed bed. It is the Contractor's responsibility to add or remove mulch as needed to encourage optimum seed germination and growth.

3.6 MAINTENANCE

- A. Maintenance by Contractor begins as soon as lawns are seeded. Protect lawns from drought, washout and wind erosion. In general, maintain new installed lawn areas, including watering, fertilizing, spot weeding, mowing, applications of herbicides, fungicides, insecticides, and re-seeding until a full, uniform, healthy, vigorous stand of grass free of weed, undesirable grass species, disease, and insects is achieved and accepted by the Architect. Specifically:

1. Watering Seeded Lawns: Provide water, meters, labor, hoses, sprinklers and watering equipment needed to promptly germinate the lawn seed, preventing it from drying out, and keeping it in a healthy, growing condition until final acceptance. Lawn areas shall receive a minimum of one (1") of water per week, by natural rainfall, irrigation or a combination of both.
 2. Second and Subsequent Weeks: Provide water, meters, labor, hoses, sprinklers and watering equipment as required to maintain adequate moisture, in the upper four (4") inches of soil, necessary for the promotion of deep root growth until final acceptance. Lawn areas shall receive a minimum of one (1") of water per week, by natural rainfall, irrigation or a combination of both.
 3. Protect: Protect lawn areas against trespass, vandalism and routine student pedestrian traffic by temporary fencing or other means.
 4. Repair: Repair, rework, and reseed (as originally specified for that area) areas that have washed out, eroded, do not germinate and are vandalized or otherwise damaged.
 5. Mow: Initial mowing shall begin when the blade height reaches 2" and the soil will bear the weight of the lawn mower. Use mowers with low impact tires. Provide a minimum of 3 mowings and cut the grass blades to 1.5 inches. Never remove more than 1/3 of the grass blade at any one mowing. A minimum of three (3) mowings are required (approximately once per week to 10 days after the initial germination period to final acceptance). Notify the Architect of dates in writing as mowing is performed. Excess clippings shall be carefully raked so as not to remove healthy grasses, and removed.
 6. Weed Control: When infestation of weeds or crabgrass develops, treat infestation by hand weeding or herbicides control appropriate to the area. Furnish and install weed chemical control as recommended by manufacturer. Herbicides controls must be acceptable to the Owner. Obtain and pay for permits. Use as directed by the manufacturer and applicable laws, codes, ordinances and regulatory requirements.
- B. Maintenance by the Contractor continues through the certificate of substantial completion to final acceptance by the Architect as described below. Maintenance by Owner begins after final acceptance of the lawn.
- 3.7 STANDARDS FOR FINAL ACCEPTANCE OF LAWNS: Review to determine final acceptance of lawns will be made by the Architect, upon request. Provide notification at least five (5) working days before requested review date.
- A. Lawn areas will be acceptable provided requirements, including maintenance, have been complied with. A healthy, vigorous, uniform, full stand of lawn is established free of weeds, undesirable grass species, disease, and insects. Grass roots shall have matured to a minimum of 1½" to 2" depth as determined by the Architect when core samples are taken.

- B. Any lawn which contains disease, more than 2% dead/bare spots, or any dead/bare area greater than one square foot shall be rejected and the unacceptable area(s) repaired as originally specified at no additional cost to the Owner.

3.8 CLEAN UP

During the contract and at intervals as directed by the Architect and as lawn work is completed, clear the site of extraneous materials, rubbish, and debris. Leave the site in a clean, safe, neat, well-draining condition.

END OF SECTION 329201

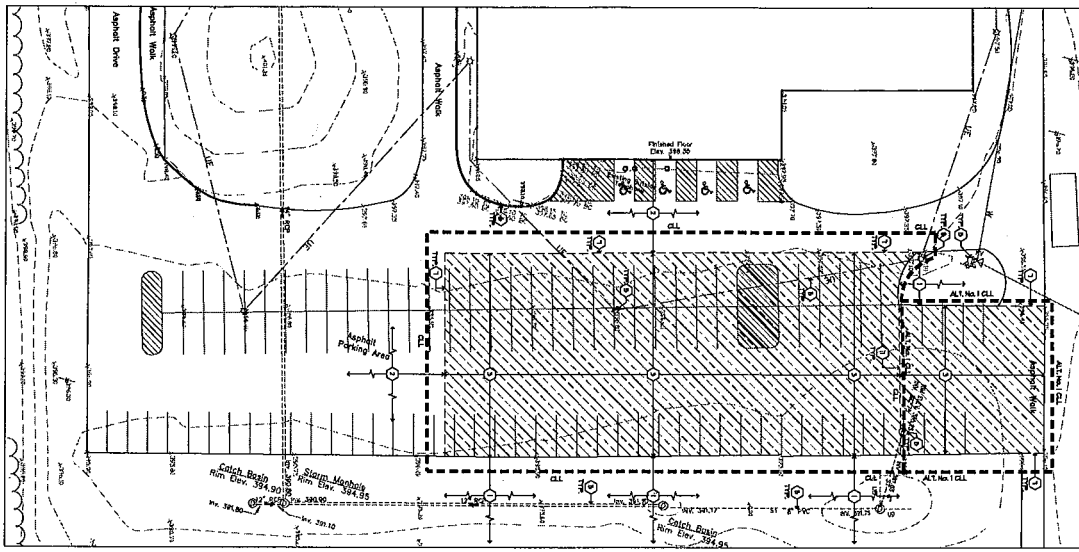
SITE PREPARATION AND CONSTRUCTION NOTES

1. EXISTING AND PROPOSED UTILITIES
2. EXISTING AND PROPOSED ELEVATIONS
3. EXISTING AND PROPOSED GRADING
4. EXISTING AND PROPOSED PAVING
5. EXISTING AND PROPOSED FENCING
6. EXISTING AND PROPOSED LIGHTING
7. EXISTING AND PROPOSED LANDSCAPE
8. EXISTING AND PROPOSED SIGNAGE
9. EXISTING AND PROPOSED SECURITY
10. EXISTING AND PROPOSED ACCESS
11. EXISTING AND PROPOSED PARKING
12. EXISTING AND PROPOSED WALKWAYS
13. EXISTING AND PROPOSED BIKEWAYS
14. EXISTING AND PROPOSED PLAY AREAS
15. EXISTING AND PROPOSED SPORTS AREAS
16. EXISTING AND PROPOSED GOLF COURSE
17. EXISTING AND PROPOSED TENNIS COURTS
18. EXISTING AND PROPOSED BASEBALL/SOFTBALL FIELDS
19. EXISTING AND PROPOSED HOCKEY RINKS
20. EXISTING AND PROPOSED SKATING RINKS
21. EXISTING AND PROPOSED BOAT RAMP
22. EXISTING AND PROPOSED MARINA
23. EXISTING AND PROPOSED FISHING PIER
24. EXISTING AND PROPOSED BEACH
25. EXISTING AND PROPOSED DUNE RESTORATION
26. EXISTING AND PROPOSED COASTAL PROTECTION
27. EXISTING AND PROPOSED EROSION CONTROL
28. EXISTING AND PROPOSED WETLAND RESTORATION
29. EXISTING AND PROPOSED WETLAND MITIGATION
30. EXISTING AND PROPOSED WETLAND MONITORING
31. EXISTING AND PROPOSED WETLAND RESEARCH
32. EXISTING AND PROPOSED WETLAND EDUCATION
33. EXISTING AND PROPOSED WETLAND OUTREACH
34. EXISTING AND PROPOSED WETLAND PARTNERSHIP
35. EXISTING AND PROPOSED WETLAND COOPERATION
36. EXISTING AND PROPOSED WETLAND COLLABORATION
37. EXISTING AND PROPOSED WETLAND INTEGRATION
38. EXISTING AND PROPOSED WETLAND SYNERGY
39. EXISTING AND PROPOSED WETLAND COMPLEMENTATION
40. EXISTING AND PROPOSED WETLAND REINFORCEMENT
41. EXISTING AND PROPOSED WETLAND STRENGTHENING
42. EXISTING AND PROPOSED WETLAND RESILIENCE
43. EXISTING AND PROPOSED WETLAND ADAPTATION
44. EXISTING AND PROPOSED WETLAND TRANSFORMATION
45. EXISTING AND PROPOSED WETLAND REGENERATION
46. EXISTING AND PROPOSED WETLAND RESTORATION
47. EXISTING AND PROPOSED WETLAND REPAIR
48. EXISTING AND PROPOSED WETLAND RECONSTRUCTION
49. EXISTING AND PROPOSED WETLAND REFORMATION
50. EXISTING AND PROPOSED WETLAND REFORMATION

SITE PREPARATION PLAN



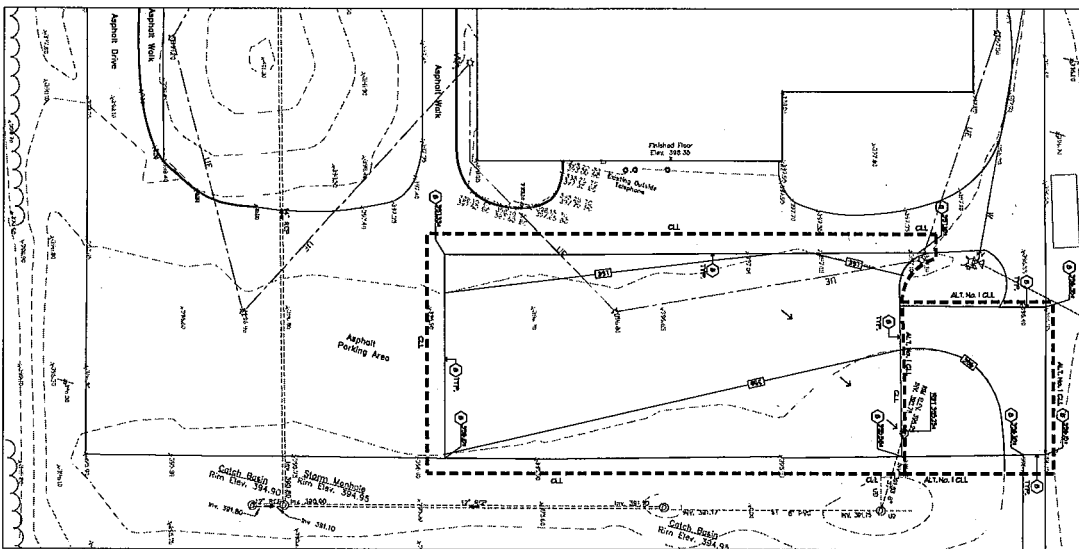
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SITE GRADING PLAN



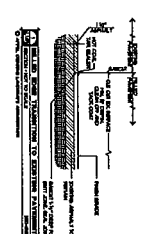
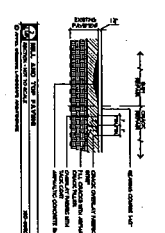
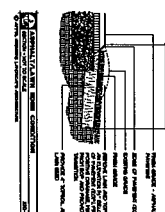
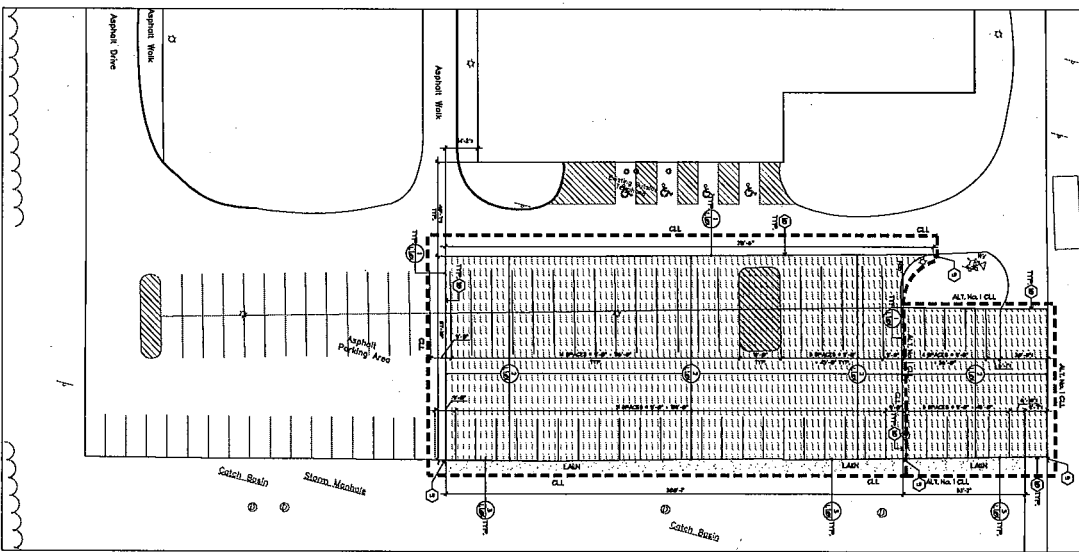
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SITE LAYOUT PLAN



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2013-14 CAPITAL OUTLAY PROJECT:
DONALD RAY MIDDLE SCHOOL
 SED# 42-09-01-06-0-012-009
 BALDWINVILLE CENTRAL SCHOOL DISTRICT
 7650 VAN BUREN ROAD, BALDWINVILLE, NEW YORK, 13027

king + king
 ARCHITECTS

L1.01

SITE PLANS

DESIGNED BY: SED	REVIEWED BY: NO
DRAWING SCALE: AS NOTED	
DATE: 07/11/13	
SED: STANISLAW	
SED PROJECT NUMBER: 42-09-01-06-0-012-009	
13-04-008	



appel
 osborne
 landscape
 architects

