

## IMPORTANT INFORMATION TO BIDDERS

**It is YOUR responsibility to register with the office of Town Manager if you use the TOWN WEB SITE to download this RFP/BID. Failure to register may prevent you from receiving important addendums, changes or answers to questions submitted by other vendors regarding the specifications. The Town of Clinton assumes no responsibilities for defects and/or omissions in Bid responses due to failure to register with the Office of Town Manager.**

It is strongly recommended that you E-mail the following information to [mschettino@clintonct.org](mailto:mschettino@clintonct.org).

Name:

E-mail Address:

Phone:

Bid Name:

Bid Number:

**SPECIFICATIONS  
FOR**

**BID #2024-07**  
Construction of Basketball / Play Area  
Clinton Town Beach

**PROJECT DESCRIPTION:**

Work generally consists of the construction of a  
Bituminous Concrete Surface  
Basketball/Play Area with 6 foot high perimeter  
chain link fence.

**TOWN MANAGER: MICHELLE BENIVEGNA**

**PARK and RECREATION DIRECTOR: ROBERT POTTER**

**LEGAL NOTICE  
TOWN OF CLINTON**

SEALED BIDS will be received until **11:00 a.m. Wednesday, June 26, 2024** the Office of the Town Manager, Andrews Memorial Town Hall, 54 E. Main Street, Clinton, Conn. 06413 at which time they will be opened and read aloud for a **Construction of Basketball / Play Area**. Bids received after the above date and time will be rejected. Bid Documents are available for download on the Town of Clinton website at [www.clintonct.org](http://www.clintonct.org).

The Town Manager reserves the right to reject any, or any part of, or all proposals; to waive informalities and technicalities and to accept the Bid which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar amount.

Michelle Benivegna, Town Manager

PUBLISH: New Haven Register  
DATE: June 13, 2024

**TOWN OF CLINTON  
INFORMATION TO BIDDERS**

SEALED BIDS will be received at the Office of the Town Manager, Andrews Memorial Town Hall, 54 E. Main Street, Clinton, Conn. 06413 until **11:00 AM, Wednesday, June 26, 2024**, at which time they will be opened and read aloud for:

**Construction of Basketball / Play Area at Clinton Town Beach**

Bids received after the above stated time will be rejected. Bid Documents are available for download on the Town of Clinton website at [www.clintonct.org](http://www.clintonct.org).

Certificates of Insurance in a form acceptable to Town Counsel, will be submitted by the successful bidder upon written or verbal notification that the proposal has been accepted. Required insurance must be maintained for the duration of the contract.

Terms of payment, except when specified in the proposal, will be net 45 days after receipt of approved invoice. The Town of Clinton is exempt from taxes imposed by the Federal and State Governments including the Federal Transportation Tax. Such taxes should not be included in your proposal. Where applicable, freight charges, setup charges and any other charges are to be included in the total price to the Town.

Work performance must be in conformance with all OSHA regulations and all vehicles must meet Federal and State Department of Transportation rules and regulations governing their use in Connecticut. All equipment will be maintained in a safe clean working condition as intended by the manufacturer. Violation of this provision may result in immediate termination of contract.

When applicable, the Contractor assumes responsibility to conform to all local ordinances and to obtain all necessary permits before start of work. Certificates of Insurance shall include the Town of Clinton as an additional insured for the life of the Contract.

**Pursuant to Section 10-6 of the Town of Clinton Charter, the Town Manager may reject any and all bids, or waive informalities and technicalities. Bids received after the above stated time will be rejected. No bid shall be accepted from or contract awarded to any person who is in arrears to the Town of Clinton on any tax, debt, or contract.**

**GENERAL INFORMATION TO ALL RESPONDENTS**

The first page of each BID must be clearly labeled with the proposer's name, the name of a contact person within the proposer's organization, and the proposer's mailing address, telephone number, fax number, webpage address and email address.

To be considered, a vendor must submit a complete BID that satisfies all requirements and addresses all information requested or specified in this BID.

The Town reserves the right to amend or withdraw this BID at any time prior to the deadline date for submission of proposals. If this BID is amended, the Town will notify each REGISTERED proposer in writing, via email.

When quantities are listed in these specifications they may be increased or decreased by the Town of Clinton, depending upon its actual requirements.

The Town of Clinton is an equal opportunity employer and we advise you of our intent to negotiate business only with other equal opportunity employers. All Contractors and subcontractors with whom we contract are obligated to provide equal opportunity without regard to race, creed, color, national origin, age, sex or handicap.

Bids must be submitted on proposal forms attached hereto. Bids received later than the time and date specified will not be considered.

No bid shall be accepted from, or contract awarded to any person who is in arrears to the Town of Clinton on any tax, debt, or contract.

All questions are to be submitted by email. Only questions submitted in this manner will be answered. All bidders will receive copies of questions and answers upon request.

All bid prices must include prepaid delivery, assembly and/or installation (ready for operation and/ or use) of all equipment and/or materials to the individual location(s) as designated by the Town of Clinton. All bid prices are to be submitted on the sheets provided on this bid. Quantities and pricing are to be listed in accordance with these sheets.

Bidders offering(s) under this bid must meet and be in compliance with all local, state and federal specifications, regulations and requirements pertaining to the work, materials, equipment or items requested in the bid.

The successful bidder, vendor and/or contractor must protect all property of the Town of Clinton, (i.e., all floors, furniture, grass, land, etc.) from injury or other damage. Any damage so caused must be repaired by contractor/vendor at his/her own expense.

At the completion of the work the vendor and/or contractor must remove from the premises all surplus materials and all debris created by him. He must leave the premises in a clean and finished condition acceptable to the owner or its agents. It is the responsibility of the VENDOR to document before and after conditions.

Default - It shall be understood that a bidder supplying equipment and/or supplies will be considered to be in default if/when he/she has not delivered the item(s) within the time constraints listed in this document.

Bidders providing a service and/or construction will be considered to be in default if/when they have failed to meet the completion date set forth in this document and/or they have ceased work on the project for a period of fifteen (15) working days cumulative or consecutive.

Samples that are forwarded by the bidder will be returned to the bidder at his request and at his expense. Samples not returned to the bidder will be disposed of at the discretion of the Town of Clinton or its designated representative. Large pieces of equipment submitted for evaluation and inspection are to be picked up by the bidder within thirty (30) days of bid opening date. Items not picked up within thirty (30) days of bid opening will be disposed of by the Town Clinton.

Any and all references to trade names, types, styles, models or catalogs are intended to be descriptive only and not restrictive. The intention is to indicate to bidders the type and quality of the articles and/or materials that will be satisfactory. Bids received on other makes or models with reference to other catalogs will be considered. The bidder is to clearly state in his bid exactly what he intends to furnish, and to furnish with his bid a cut or illustration or other descriptive matter that will clearly indicate and give specification as to the product he proposes to furnish. Where a bid is offered on an item other than the trade standard used in the specification the item should be identified on the bid form by entering the MAKE, TRADE NAME AND MODEL NUMBER. It is understood that any substitutes that might be offered are guaranteed by the bidder to be of equal or better quality than is requested in the bid. The item(s) offered must be equivalent as to function, basic design, type and quality of material, method of construction and any required dimensions. It shall be further understood that during original as well as subsequent shipments spot checks will be performed to insure that the items received are in fact the items offered in the bid. WHEN RECEIVED, SHOULD ITEMS/MATERIALS PROVE TO BE DIFFERENT IN ANY WAY, THE BIDDER AGREES TO THE RETURN OF THE ITEMS AND AGREES TO SUPPLY THE CORRECT ITEMS (PER BID SPECIFICATIONS) AT THE BIDDER'S EXPENSE.

Bidders are cautioned that surplus, seconds, factory rejects, close-outs or distressed items are not acceptable and shipment of substitutions, defective or shop-worn equipment will be returned for a full refund at the vendor's expense.

The quantities and/or material listed in the specifications may be increased or decreased by the Town of Clinton or its designated representative based on actual need at the time the orders are placed.

The Town of Clinton or its designated representative reserves the right to reject any proposal in whole or part offering equipment and/or materials and/or services that in his/her opinion does not meet the quality standards desired. Such decision will be considered final and not subject to further recourse by the bidder.

The Town of Clinton or its designated agent reserves the right to award or reject by item, or part thereof, groups of items, or parts thereof, or all items of the bid and to award contracts to one or more bidders submitting identical proposals as to price, to reject any and all bids in whole or in part, to waive technical defects, irregularities and omissions if, in his/her judgment the best interest of the town will be served.

The Town of Clinton specifically reserves the right to reject any and all bids until a purchase order and/or contract has been awarded, no bidder can claim any contract rights by virtue of bidding alone. Awarding of the contract means actual written notice by letter and a properly executed purchase order to the bidder or bidders that the contract has been awarded.

It is the intent to award this bid by line item; however the Town of Clinton reserves the right to award the bid in total if it is deemed by the Town of Clinton that the award in total would be in the best interest of the

Town. In addition, bidders should be advised that should budgetary constraints dictate, part and/or all the items listed in this bid may be rejected. This decision(s) shall be considered final and not subject to recourse by the bidder.

**WHERE A BID BOND IS REQUIRED, IT IS TO BE SUBMITTED WITH THE BID  
AT THE TIME OF SUBMISSION. (See page 10)**

Bid Bond - shall be in the amount equivalent to ten percent (10%) of the contract made out in favor of the Town of Clinton and issued by a surety company acceptable to and approved by the Town of Clinton.

**WHERE A PERFORMANCE BOND IS REQUIRED, IT IS TO BE SUBMITTED AFTER AWARD OF BID AND PRIOR TO  
CONTRACT EXECUTION. (See page 10)**

Performance Bond - the bidder whose proposal shall be accepted shall file a performance bond and execute said contract within fifteen (15) days from the date of notification of such award. The bond furnished must be in favor of the Town of Clinton and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Town of Clinton. It shall be for not less than one hundred percent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000).

**WHERE A PAYMENT BOND IS REQUIRED, IT IS TO BE SUBMITTED AFTER AWARD OF BID AND PRIOR TO  
CONTRACT EXECUTION. (See page 10)**

Payment Bond - if requested by the Town of Clinton, bidder whose proposal shall be accepted shall file a payment bond and execute said contract within fifteen (15) days from the date of notification of such award. The bond furnished must be in favor of the Town of Clinton and executed by a surety company authorized to transact business in the State of Connecticut and acceptable and approved by the Town of Clinton. It shall be for not less than one hundred percent (100%) of the total contract price but in no case less than one thousand dollars (\$1,000).

The Town of Clinton reserves the right to require successful bidder(s) to enter into such security arrangements as are deemed necessary to protect the Town of Clinton property and goods.

Facsimile Transmissions - Submission of this bid or any portion of this bid and/or any documents relating to the bid by means of Facsimile Transmission (fax machine) is unacceptable and will not be considered in the bid process.

The bidder agrees to obtain all work/building permit(s) as might be required. The cost of obtaining said permit(s) shall be included in the bid price(s). In addition, it shall be understood where property lines are to be considered, bidders are to verify said lines/measurements with proper Town Officials prior to commencement of work.

In connection with the execution of this bid, subsequent purchase orders and/or contracts, the seller shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex or national origin.

The successful bidder shall not employ any subcontractor to fulfill any of the duties as herein specified without express, prior written approval of the Town of Clinton or its designated representative.

Material Safety Data Sheet (MSDS) - the successful bidder must warrant that any chemicals supplied hereunder will contain appropriate warning labels, cautioning instructions and notices. In addition, any chemical products supplied in bulk and/or used in the execution of this bid and/or its content, bidder agrees to furnish as directed, sufficient copies of the products MSDS and a supply of labels and cautionary instruction notices to be used in the plant(s).

The successful bidder must warrant that he has supplied all appropriate information that he is aware of concerning any potential hazards involved in the use, handling, transportation, labeling, storage or disposal of any/all chemicals and/or materials supplied and/or used in the execution of this bid and/or its contents.

The successful bidder must warrant that he has supplied any data on the possible toxic or harmful effect the chemicals provided and/or used may have and the precautions the Town of Clinton should take to eliminate or minimize those risks.

When the State of Connecticut Prevailing Wage Rate is applicable to the bid, it is to be known by the prospective bidders that a Certified Payroll Record must be forwarded prior to any request and/ or invoice for payment(s).

Machines and/or Equipment (lockout/tag out) - In an effort to comply with OSHA's final rule on control of hazardous energy sources, vendors must warrant that any and all machines and/or equipment as is covered under this bid will be supplied and/or installed equipped with lockout/tag out devices as prescribed by OSHA.

All energy isolating devices must be designed to accept a lockout device, as required by OSHA lockout/tag out requirements, 29 C.F.R. 1910.147(C)(2)(iii). 54 Fed. Reg. 36681, 36688 (September 1, 1989). For this purpose, an "energy isolating device" is a mechanical device that physically prevents the transmission or release of energy (such as a valve), and "lockout device" is a device that uses a positive means, such as a lock, to hold an energy isolating device in the safe position and prevent the energizing of a machine or equipment.

The successful bidder shall agree that any award resulting from this bid will be extended to any/ all departments and agencies of the Town of Clinton and that the successful vendor shall invoice said Town agency and/or department separately.

The terms and contents of these general bid terms and conditions are made a part of this bid.

## **GENERAL SCOPE OF WORK:**

The Town of Clinton is seeking BIDS for the construction of basketball / play area  
Bid Price shall include all costs associated with this work.

### **General Specifications**



Work included in this Bid generally consists of removal of existing wood fence and sand dune. Construction shall consist of unclassified excavation, gravel base, bituminous concrete pavement, acrylic color surfacing, line painting, 6 foot high black vinyl coated chain link, installation of two basketball standards and painted ground games.

**Questions:**

All questions will be submitted a minimum of **3 business** days prior to bid due date.

Only questions submitted by e-mail will be addressed. Please submit all questions to:

[rpotter@clintonct.org](mailto:rpotter@clintonct.org)

Copy to: [mschettino@clintonct.org](mailto:mschettino@clintonct.org)

**Please complete all requested information in this package:**

- Page 12 Exception to the Bid (must be signed even if there are no exceptions)
- Page 13-15 Bid Proposal Form

**You are responsible to read the entire document.**

**BID DIRECTIONS:** Bids to be considered must be presented on the sheets provided within this bid. Additional information sheets may be attached. No bidder may withdraw his bid for a period of 45 days after the opening date. Prices must hold for at least 90 days after opening.

Bid bond is required with this bid: (with submittal of bid, see Page 7)

NO

Performance bond will be required: (prior to contract execution, see page 7) Payment bond

NO

NO

will be required: (prior to contract execution, see page 7)

This is a prevailing wage project:

YES

Material samples are required with this bid:

NO

Descriptive and/or material specifications are to be submitted with your bid: Proof of

YES

insurance required: (prior to execution of contract, see page 12) References Required

NO

NO

Other:

Insurance Requirements

Contractor shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Clinton as an Additional Insured on a primary and non-contributory basis to the Contractor's Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town of Clinton.

General Liability: Each Occurrence

(Minimum Limits)  
\$1,000,000

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000

**A Waiver of Subrogation shall be provided**

Auto Liability:	Combined Single Limit	\$1,000,000
	Each Accident	\$1,000,000

Umbrella:	Each Occurrence	\$5,000,000
(Excess Liability)	Aggregate	\$5,000,000

Workers' Compensation and WC Statutory Limits		
Employers' Liability	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

**A Certificate of Insurance:** documenting the coverage listed above must be presented by your company prior to the commencing of any work or service. The Contractor or Vendor also agree to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work and/or service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims two (2) years from completion date.

**A copy of the Declaration Pages:** Will be provided to the Town.

**An Additionally Insured Endorsement:** A letter stating that the Town is listed as additional insured from the Insurance carrier.

**Exclusions to the Policy:** A statement of exclusions to all policies will be submitted prior to the award of contract.

## EXCEPTIONS

**No exceptions to the bid will be considered after award and acceptance by the contractor unless such exceptions are noted as part of your bid response. Please note any exceptions to the bid in your response.**

**We take EXCEPTION to the following specifications and/or requirements in the bid document:**

We propose the following SUBSTITUTION for the excepted specifications and/or regulations:

NO EXCEPTIONS ARE NOTED TO THE BID

Name (printed):

Signature:

Date:

BID FORM

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the unit prices or lump sums specified.

Proposer's Name:

Date:

Company Name:

Phone:

Street Address:

ZIP Code:

**Operating as:**

and duly licensed to performed the required work in the State of Connecticut and herein now known as the BIDDER agrees by submission of this BID, certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or other agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Submitted by (printed):  Date:

Signature:  Title:

BID FORM

Construction of Basketball / Play Area

**BASE BID ITEMS**

Item	Estimated		Unit	Total
No.	Quantity	Description	Price	Price
1.	L.S.	Sedimentation and Erosion Control, lump sum price _____ dollars and _____ cents.	\$ _____	\$ _____
2.	800 S.F.	Remove Existing Sand Dune square foot price, _____ Dollars and _____ cents.	\$ _____	\$ _____
3.	35 CY	Unclassified Excavation, price per cubic yard		

- \_\_\_\_\_ dollars and \_\_\_\_\_ cents.                      \$ \_\_\_\_\_ \$ \_\_\_\_\_
4.    30 CY            Furnish and Place  $\frac{3}{4}$ " Broken Stone Base, 6" depth, price  
price per cubic yard \_\_\_\_\_ dollars  
and \_\_\_\_\_ cents.                      \$ \_\_\_\_\_ \$ \_\_\_\_\_
5.    1,680 S.F.        Furnish and Place, 1 and  $\frac{1}{2}$ " depth, Bituminous  
Concrete Base Course, price per square foot  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents.                      \$ \_\_\_\_\_ \$ \_\_\_\_\_
6.    1,680 S.F.        Furnish and Place, 1 and  $\frac{1}{2}$ " depth, Bituminous  
Concrete Surface Course, price per square foot  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents.                      \$ \_\_\_\_\_ \$ \_\_\_\_\_
7.    185 LF            Furnish and install 6' high Black Vinyl Clad Chain  
Link Fence including Gates, price per linear foot  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents                      \$ \_\_\_\_\_ \$ \_\_\_\_\_
8.    1,680 S.F.        Furnish and Apply Acrylic Color System including  
Lines and pavement games, price per square foot  
\_\_\_\_\_ dollars and \_\_\_\_\_ cents                      \$ \_\_\_\_\_ \$ \_\_\_\_\_

Item	Estimated		Unit	Total
No.	Quantity	Description	Price	Price
9.	2 Each	Install Basketball Standard, Owner Provided, Price price per each _____ dollars and _____ cents	\$ _____	\$ _____

Total Price (in numbers) \$ \_\_\_\_\_

Total Price (in words) \$ \_\_\_\_\_

### **ALTERNATE BID ITEM**

Item	Estimated		Unit	Total
No.	Quantity	Description	Price	Price
A-1.	800 S.F.	Remove Existing Wood Fence, linear foot price,		

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents.

\$ \_\_\_\_\_ \$ \_\_\_\_\_

**NOTE: THIS IS A UNIT PRICE PROJECT**

*The unit price for the items in the bid shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid for the item. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, increases or decreases thereof may be made without limit and the adjustment and compensation shall be made on the basis of the unit prices for such items.*

**SUBMITTING PROCEDURES**

Bids may be considered INCOMPLETE if the following conditions are not met.

1. All forms must be filled out completely
2. Bid Documents must be submitted as a complete set. Do not omit any pages
3. TWO (2) complete copies of your bid proposal must be submitted.
4. Bids are DUE in the Office of Town Manager prior to the advertised deadline. It is your responsibility to use whatever means necessary to assure that they are delivered on time.
5. Bids will be submitted in a sealed envelope and clearly marked with your name, the company name and the Bid #(number)

It is suggested if you have any questions on the submittal process that you contact Mary Schettino, 860-669-9333 or mschettino@clintonct.org prior to the submittal deadline.

# TECHNICAL SPECIFICATIONS INDEX

## Section 02200 - Earthwork

02201 - Erosion Control ( See Drawing Notes)

02440 – Site Improvements

02441 – Chain Link Fence

02513 – Bituminous Concrete Paving

02537 – Acrylic Color System

.....

## **SECTION 02200 - EARTHWORK**

### **PART 1 - GENERAL**

#### **1.01 DESCRIPTION OF WORK:**

A. The extent of earthwork is shown on drawings. Work under this section also includes, but is not limited to the following:

Staking of lines and grade for site work complete.  
Scraping and removing beach sand  
Preparation of subgrade.  
Dewatering.

Excavating, dewatering and backfilling and compaction and removal of excess and/or unsuitable materials as required for trenches for storm sewer systems.

Earth fill from on and off site, as required to meet proposed grade.

Compaction of soils.

Removal of excess and/or unsuitable materials.



B. Related Work Specified Elsewhere:

Erosion Control - Section 02201.

1.02 REFERENCE STANDARD

A. Materials and workmanship shall conform to applicable requirements of “NYSDOT” HDM.

1.03 QUALITY ASSURANCE:

A. Site Layout: Employ at Contractor’s expense a competent registered/licensed engineer or surveyor to layout the work and to establish all points, lines and grade necessary for the proper execution of the work.

1.04 DEFINITIONS:

A. Excavation consists of removal of material encountered to subgrade elevations indicated and subsequent disposal of materials removed.

B. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor’s expense.

1. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.

C. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer, who will make and inspection of conditions. If Engineer determines that bearing materials at required subgrade elevations are unsuitable, continue excavation until suitable bearing material as directed by Engineer. The Contract Sum may be adjusted by an appropriate Contract Modification.

1. Removal of unsuitable material and its replacement as directed will be paid on basis of conditions of the Contract relative to changes in work.

D. Subgrade: The undisturbed earth of the compacted soil layer immediately below the sub-base or topsoil materials.

1.05 JOB CONDITIONS:

A. Site Information: Data on indicated subsurface conditions, structures, utilities, etc. are not intended as representations or warranties of accuracy or continuity between soil borings (if soil borings are provided). It is expressly understood that Owner will not be responsible for interpretations of conclusions drawn therefrom by Contractor. Data are made available for convenience of Contractor.

1. Additional test borings and other exploratory operations may be made by Contractor at no cost to the Owner.

B. Existing Utilities: Locate existing underground utilities in areas or work. If utilities are to remain in place, provide adequate means of protection during earthwork.

1. Contractor shall notify “Call Before You Dig”, telephone number 1-800-922-4455 prior to any excavation.
2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Contractor shall repair damaged utilities to satisfaction of utility owner at no cost to the Owner.
3. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Engineer and then only after acceptable temporary utility services have been provided.
4. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

C. Site Protection:

1. Protection of Persons and Property:
  - a. Complete surface protection of all excavations shall be provided at all times to protect workers and the general public, and shall be in accordance with all applicable regulations: Local, County, State and Federal.
  - b. All surface drainage shall be diverted during construction in such a manner as to avoid damage to the site or adjacent area.
  - c. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.
  - d. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root system and cover exposed roots with moistened burlap.

D. Use of Explosives:

1. Do not bring explosives onto site or use in work without prior written permission from authorities having jurisdiction. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

**PART 2 - PRODUCTS**

**2.01 SOIL MATERIALS:**

A. Definitions:

1. Satisfactory soil materials: defined as those complying with ASTM D2487 soil classification groups GC, GP, GM, SM, SW, and SP.
2. Unsatisfactory soil materials: defined as those complying with ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
3. Backfill and fill materials: satisfactory soil materials free of clay, rock or gravel larger than 2” in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.
4. Gravel fill: shall conform to the requirements of HDM.

B. Quality Assurance:

1. The Contractor shall submit for approval the source of all soil materials prior to use in the work. Samples from the source of material shall be taken by the laboratory. The Contractor shall not utilize any material in the work until approved by the Engineer.

**PART 3 - EXECUTION**

**3.01 INSPECTION:**

- A. Examine the areas and conditions under which excavation, filling, and grading are to be performed and notify the Engineer, in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

**3.02 EXCAVATION:**

- A. Excavation consists of removal and disposal of material encountered when establishing required finish grade elevations.
- B. Excavation is unclassified, and includes excavations to subgrade elevations indicated, regardless of the character of materials and obstructions encountered.
- C. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Engineer. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at Contractor's expense.
1. Backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Engineer.
- D. Additional Excavation: When excavation has reached required subgrade elevations, notify Engineer who will make an inspection of conditions.
1. If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Engineer.
  2. Removal of unsuitable material and its replacement as directed will be paid on basis of Conditions of the Contract relative to changes in work.
- E. Stability of Excavations: Slope sides of excavations in safe condition until completion of backfilling.
1. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
- F. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.
1. Establish requirements for trench shoring and bracing to comply with local codes and ordinances.

2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.
- G. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding areas.
1. Do not allow water to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
  2. Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other structure. Do not use trench excavations as temporary drainage ditches. Provide appropriate siltation control devices at water discharge diversion or ditches.
- H. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.
1. Locate and retain soil materials away from edge of excavations.
  2. Dispose of excess soil material and waste materials as herein specified.
- I. Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.
- J. Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room.
1. Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.
  2. Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of coarse aggregate or gravel fill, as directed by the Engineer, prior to installation of pipe.
- K. Cold Weather Protection: Protect excavation bottoms, except on rock, against freezing when atmospheric temperature is less than 35 degrees F. (degree C.).

### 3.03 FILL:

- A. General: Place acceptable soil materials in layers to required subgrade elevations, for each area classification listed below:
1. Under grassed areas, use satisfactory excavated or borrow material.
  2. Under pavements, use satisfactory excavated or borrow material.
- B. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

1. When existing ground surface has a density less than that specified under “Compaction” for particular area classification, break-up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

C. Placement and Compaction: Place fill materials in layers not more than 8” in loose depth for material compacted by heavy compaction equipment, and not more than 4” in loose depth for material compacted by hand operated tampers.

1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relatively dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

### 3.04 COMPACTION:

A. General: Control soil compaction during construction providing minimum percentage of density specified for each classification.

B. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentage of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D 1557; and not less than the following percentages of relative density; determined in accordance with ASTM D 2049, for soils which will relationship.

1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
  - a. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

### 3.05 GRADING:

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2” above or below required subgrade elevation.

C. Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

### 3.06 FIELD QUALITY CONTROL:

- A. Quality Control Testing During Construction: As directed by Engineer, allow testing service to inspect and approve subgrades before further construction work is performed.
1. Testing lab will perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.

**3.07 MAINTENANCE:**

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
1. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

**3.08 DISPOSAL OF EXCESS AND WASTE MATERIALS:**

- A. Removal to Designated Areas on Owner's Property: Stockpile acceptable excess topsoil or spread as directed by Engineer.
- B. Removal from Owner's Property: Remove unacceptable excess and/or unsuitable excavated material, trash, debris and waste materials and dispose of it off the Owner's property.

**- END OF SECTION 02200 -**

.....

**Section 02201 – Erosion Control - *See Notes on Drawing SEC-01***

.....

**SECTION 02441 - CHAIN LINK FENCE**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF WORK**

- A. This work shall consist of furnishing and installing black polyvinyl chloride chain link fence and gates, at the locations and to the heights shown on the Contract Drawings.

## **PART 2 - PRODUCTS**

### **2.2 MATERIALS**

- A. **Chain Link Fence:** All gage measurements of finished wire shall be United States Steel Wire Gage or equivalent. Tolerance for wire sizes shall be as specified in AASHTO M-181. Materials for this work shall conform to the following requirements:

**1 - Fabric:** Wire Fencing shall be composed of woven wire of the chain link type. It shall be not less than the height specified on the plans or in the special provisions and shall be constructed of not smaller than No. 9 gage wire. The wire shall be woven to form a continuous fabric having 2-inch mesh. The chain link fabric shall have a knuckled finish on both edges.

- a. Vinyl-Coated Steel Fabric: The base metal of the fabric shall be of steel wire having a minimum tensile strength of 80,000 pounds per square inch, coated with Vinyl alloy applied at the rate of not less than 0.40 ounces per square foot of uncoated wire surface.
- b. Polyvinyl chloride-coated steel fabric shall conform to the requirements of Federal Specification RR-F-00191, Type IV, and shall be the color black.
- c. Vinyl Alloy Fabric shall conform to the requirements of ASTM B211, Alloy 6061 wire having a minimum tensile strength of 50,000 p.s.i.

**2 - Metal Posts and Rails:** Metal posts shall be straight, true to section and of sufficient length to enable the post to be encased for a depth of 2 feet 8 inches in a concrete footing which shall have a depth 3 feet below ground.

All posts, rails, braces, anchors, plates and other devices shall meet one on the following specification.

Galvanized material shall be made of steel of a standard commercial type, hot-dip galvanized with a zinc coating weighing not less than 2.0 ounces per square foot when tested in accordance with AASHTO T65 or shall be in accordance with AASHTO M181, Class 2.

The Contractor shall provide a Materials Certificate and a Certificate of Compliance in accordance with Article 1.06.07 for materials conforming to AASHTO M181, Class 2.

All vinyl coated steel posts and rails shall conform to ASTM F669, minimum yield strength 50,000 psi, for industrial chain link fence. The posts and rails shall be manufactured by roll forming Vinyl coated steel strip and electric resistance welding into tubular form. The outside of the weld area shall be metallized with commercially pure Vinyl to thickness sufficient to provide resistance to corrosion equal to that of the remainder of the outside of the tube. The Vinyl coating weight on the outer and inner surfaces shall be a minimum of 0.75 ounces per square foot, triple spot test, 0.70 ounces per square foot, single spot test, as measured in accordance with ASTM A428.

Polyvinyl chloride-coated material shall be made of steel of a standard commercial type coated inside and outside with the same polyvinyl chloride coating as the chain link mesh or shall have all surfaces galvanized with the outside galvanized surface coated with the same polyvinyl chloride coating as the chain link mesh.

Vinyl Alloy shall conform to the requirements of Federal Specifications RR-F-00191.

**3 - Fittings:** These shall be malleable iron, pressed steel, or Vinyl alloy.

The fittings shall be either hot-dip galvanized, polyvinyl chloride-coated or Vinyl alloy:

- a. Hot-dip galvanizing shall conform to the requirements of ASTM A 153.
- b. Polyvinyl chloride-coated material shall have the same polyvinyl chloride coating as the chain link mesh.
- c. Vinyl alloy shall conform to the requirements of Federal Specification RR-F-00191.

**4 - Tension and Tie Wire:**

- a. Tension wire for steel fence shall be coil spring steel not less than 7 gage. The base material shall have a minimum tensile strength of 80,000 pounds per square inch with an aluminum coating applied applied at a rate of 0.40 oz. Per square foot of surface area. Aluminum tension wire shall not be less than 6 gage 6061-T6 or 5052-H38 Aluminum Alloy.
- b. Wire clamps for fastening fabric to line posts shall not be less than 6 gauge. Tie wires or hog rings used to fasten the fabric to the top rail or tension wire shall be not less than 9 gage aluminum for aluminized or aluminum fabric fence and not less than 9 gage polyvinyl chloride coated steel wire for polyvinyl chloride fence.

**B. Chain Link Gate:** shall comply with the requirements as indicated for the chain link fence.

## **PART 3 - EXECUTION**

### **3.1 - CONSTRUCTION METHODS**

- A. The posts shall be set true to the line and grade of the proposed fence in concrete bases or in pipe sleeves or sockets when set on walls.
- B. All vertical posts shall have non-ornamental cap above top-rail sleeve. Top selvage of fence fabric shall not extend above the bottom of the top rail.
- C. All fence fabric shall be fastened to all vertical posts with fabric bands spaced approximately 12 inches apart. Galvanized coil wire shall be installed at the bottom of the fence fabric.
- D. Stretcher bars shall be installed at all terminals and corner posts. Stretcher bars shall be fastened to posts with standard clamps. Spacing between clamps shall be maximum of two (2) feet.
- E. Foundations for terminal and corner posts shall be concrete 12 inch diameter 3 foot depth minimum. Line posts shall be 12 inch diameter 2 foot depth minimum. Backstop posts foundations shall be 15 inch diameter, 6 foot depth.



- F. Posts will be spaced at equal intervals in line of fence not further apart than 10 foot intervals.
- G. Fence shall be installed with top rail and bottom tension wire.
- H. Chain link fabric shall be placed on the outside face of the post, unless directed otherwise by the Engineer.
- I. The chain link fabric shall be placed approximately 2 inches above ground and on a straight grade between posts.
- J. The gates shall be constructed within industry standards.

### **3.2 METHOD OF MEASUREMENT**

- A. This item of work will be measured for payment as indicated on the Bid Form and accepted by the Engineer, in accordance with the limits and to the dimensions shown on the Contract Drawings or as determined by the Engineer.

### **3.3 BASIS OF PAYMENT**

- A. This work will be paid for at the contract unit price as indicated for chain link fence and gates which price shall include all materials, labor and equipment incidental thereto as measured and approved for payment by the Engineer.

- END OF SECTION 02441 -

.....

### **Section 02537 – ACRYLIC COLOR SYSTEM**

#### **DESCRIPTION:**

Acrylotex is a unique, durable 100% acrylic coating designed for use on asphalt and concrete surfaces. Acrylotex provides a colorful medium texture, non-skid surface that is well accepted for pedestrian walkways, median areas, and medium-use traffic areas and multisport use.

#### **APPLICATION:**

- Rubber-faced squeegee. 50-70 durometer, depending on pavement porosity.

#### **DRYING TIME:**

- Approximately 30 minutes to 1 hour for each coat (addition of Portland Cement will accelerate drying and curing).
- Ready for foot traffic 24 hours after final coat is dry.

#### **COLOR RANGE:**

13 standard colors – see Plexipave color chart

*Note: Addition of Portland cement can shift color of finished surface.*

#### **COVERAGE:**

.07 - .1 gallon per square yard per coat depending on surface texture and porosity.

#### **LIMITATIONS:**

- Apply only when ambient temperature is 50°F and rising.
- The surface should be sound, free of cracks and deterioration.
- Do not apply when rain or high humidity is imminent.
- Keep from freezing.
- Do not store in the hot sun.
- Keep containers tightly closed when not in use.
- Acrylotex will not prevent pavement cracks from occurring or reoccurring.
- Mixed material will harden and be unusable within one hour of addition of Portland cement.
- Shaded areas will dry more slowly.
- Acrylotex is NOT a waterproofing material.

#### **APPLICATION SPECIFICATIONS:**

##### **1.0 SCOPE**

This specification covers the application of a colored surface texture for new or existing asphalt or concrete surfaces that have a sound, well-drained base of adequate thickness and stability. Existing surfaces should be properly sloped for good drainage and free from cracks. Exterior surfaces should have a slope of at least 1%. The process consists of the repair of any minor depressions, followed by applications of the Acrylotex System.

##### **2.0 SURFACE PREPARATION**

**2.1** Allow new asphalt to cure a minimum of 14 days and new concrete to cure for a minimum of 28 days. Do not allow the use of curing agents. Do not allow a steel trowel finish on concrete.

**2.2** Clean the entire surface. Power blowers should be used to remove dust and debris. Pressure washing may be needed to remove stains. Pressure should be less than 2500 lbs./in<sup>2</sup>.

**2.3** Prior to the application of surfacing materials, the entire surface should be flooded and checked for depressions or irregularities. Any puddled area covering a nickel shall be marked and repaired with Court Patch Binder using the following mix:

100 lbs. 60-80 mesh silica sand (dry)

3 gallons Plexipave Court Patch Binder

1 to 2 gallons Portland Cement (dry) depending on humidity and temp.

A tack coat consisting of 1 part Court Patch Binder and 2 parts water shall be applied to the patch areas and allowed to dry thoroughly prior to patching. For more information see California Products Corporation Specification 10.14 or Plexipatch Specification 10.21. Cracks should be filled with Court Patch Binder mix or crack-filling products compatible with acrylic finishes.

##### **3.0 ACRYLOTEX AND PLEXICHROME**

**3.1** Acrylotex shall be applied by rubber bladed squeegee on the clean, dry surface in two applications to obtain a total quantity of not less than .16 nor more than .22 gallons per square yard based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

Acrylotex and Plexichrome shall be mixed as follows, using a mechanical mixer:

Acrylotex: 30 gallons

Plexichrome: 10 gallons

Water: 20 gallons

Type I White Portland Cement (dry): 1-2 gallons (optional for additional hardness and faster drying)

***Note: 1 gallon equals approximately 22 lbs. dry Portland cement.***

The diluted material shall be homogeneous. Segregation before or during application will not be permitted. Portland cement should be added slowly to avoid “balling” in the mixture.

The finished surface shall have a uniform appearance.

#### **4.0 LIMITATIONS**

No parts of the construction involving the Acrylotex System shall be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F.

The Acrylotex System will not prevent surface or structural cracks from reoccurring.

**- END OF SECTION 02537 -**

\*\*\*\*\*

**END OF TECHNICAL SPECIFICATIONS**