TOWN OF RIDGEFIELD Office of the Facilities Director

RIDGEFIELD, CONNECTICUT

SIDEWALK IMPROVEMENT PROGRAM

School Sidewalk Replacement and Curbing Improvements

Farmingville Elementary School, 324 Farmingville Road

July, 2020

DETAILED SPECIFICATIONS:

BIDDING REQUIREMENTS
CONDITIONS OF AGREEMENT
CONSTRUCTION SPECIFICATIONS
PLANS



RUDY MARCONI FIRST SELECTMAN

Bid No. 21-02

LEGAL NOTICE

INVITATION to BID

The **Town of Ridgefield** invites all interested parties to submit sealed bids on the following:

BID DUE DATE: July 28, 2020

BID DUE TIME: 11:00 AM

BID ITEM: Sidewalk Repairs – Farmingville Elementary

School

BID NUMBER: 21-02

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

Town of Ridgefield Jacob Muller 400 Main Street Ridgefield, CT. 06877 203-431-2720

Or downloaded from www.ridgefieldct.org in "Governments" "View All Departments" - "Purchasing" - "Bid Notices"

The return bid must be sent via **FAX or email** listed below:

TOWN OF RIDGEFIELD DIRECTOR OF PURCHASING BID NUMBER: 2021-01 400 MAIN STREET RIDGEFIELD, CT. 06877

Bids must be received no later than the date and time stated above at the Purchasing Director's via FAX or email only. If you do not have fax or email access, please see contact information below. For further information, please call Jacob Muller at (203) 431-2720 or E-Mail at purchasing@ridgefieldct.org

Results may be viewed at <u>www.ridgefieldct.org</u> in the Purchasing Section under Departments after the bid opening.

Bid Documents available at www.ridgefieldct.org in "Governments" "View All Departments" - "Purchasing" - "Bid Notices"

07/13/2020 Bid 21-01 Page 1 of 66

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

- 1. Submit proposals in a sealed envelope plainly marked with bid number to identify this particular proposal.
- 2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
- 3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
- 4. Bidders may be present at the opening of bids.
- 5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
- 6. Insurance requirements, if any, must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. **Unauthorized changes** to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.
 - **Please Note**: Certificates of Insurance, if required, MUST name the <u>Town of Ridgefield</u> as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.
- 7. **Permits:** It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of

07/13/2020 Bid 21-01 Page 2 of 66

- Ridgefield Road Construction Standards, or as set forth in these specifications.
- 8. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
- 9. <u>Sales Tax</u>: In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
- 10. <u>Contractor's Qualification Statement:</u> The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
- 11. <u>Hold Harmless Agreement:</u> In order for the bid to be considered valid, the Contractor <u>must</u> sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
- 12. <u>Prevailing Wage Rates:</u> This project <u>is not</u> subject to the State of Connecticut's prevailing wage rates.
- 13. <u>SBE/MBE and Contract Compliance Requirements:</u> This project <u>is not</u> subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements.
- 14. <u>Time of Completion:</u> All work must be completed within <u>45 days</u> from receipt of the notice to proceed.
- 15. <u>Bonds:</u> A Payment and Performance bond in the full amount of the Proposal will be required of the successful bidder. The bond must be in the form of a surety bond of a type satisfactory to the Town of Ridgefield. All sureties must be listed on the most recent IRS Circular 570. The bond shall be delivered to the Office of the Town Engineer before commencing the work.
- 16. **Bid Bond:** A Bid Bond is not required.
- 17. <u>Site Visits:</u> While schools are in session, prospective bidders wishing to view the work areas must check in with the respective schools and present proper identification. Contractors must check

07/13/2020 Bid 21-01 Page 3 of 66

in on a daily basis. Failure to do so will result in a security violation and be subject to arrest.

- 18. <u>Project Locations:</u> The project is located at Farmingville Elementary School, 324 Farmingville Road, Ridgefield, Connecticut
- 19. <u>Bid Submissions:</u> The following items shall be submitted for a bid to be considered complete:
 - (a) Executed proposal sheets, P-1 to P-5
 - (b) Executed Hold Harmless Agreement
 - (c) Certificates of Insurance in conformance to Item 6 above
 - (d) Contractor's List of Subcontractor's (if none, state none)
 - (e) Contractor's Qualification Statement

07/13/2020 Bid 21-01 Page 4 of 66

Supplemental Information for Bidders and General Contract Provisions

1. PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein or as directed elsewhere. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office addresses and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, bid number, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Director, Town Hall, 400 Main Street, Ridgefield, CT 06877.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

2. SUBMISSION OF PROPOSALS

Descriptive literature containing complete specifications must accompany each bid. If a bidder wishes to furnish additional information, more sheets may be added.

3. <u>INCURRING COSTS</u>

The Town of Ridgefield is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

4. FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint him with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

07/13/2020 Bid 21-01 Page 5 of 66

5. <u>CONSIDERATION OF PRIOR SERVICE</u>

Previous performance, quality of service and merchandise will be considered.

6. ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Director. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Town of Ridgefield, Purchasing Director, 400 Main Street, Ridgefield, Connecticut 06877, and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be mailed by Registered Mail with Return Receipt Requested to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Ridgefield. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so

07/13/2020 Bid 21-01 Page 6 of 66

named or described if:

- a. It is at least equal in quality, durability, appearance, strength and design.
- b. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- c. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Ridgefield, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopyrighted compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Ridgefield or himself because of the unauthorized use of such articles.

7. QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line item bid. If an or-equal item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item, and submit his bid for that item.

8. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

9. SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Ridgefield. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

10. WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date. The successful agent/broker shall not withdraw, cancel or modify their proposal.

11. POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

07/13/2020 Bid 21-01 Page 7 of 66

12. SUBCONTRACTORS

Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form. The apparent low bidder shall file with the Town of Ridgefield, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Ridgefield. Local subcontractors, material suppliers, and labor in the Town of Ridgefield should be considered and sought insofar, as is practical in the performance of this project.

13. QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors. The Town may make such investigation as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

14. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

15. **DELIVERY**

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further

07/13/2020 Bid 21-01 Page 8 of 66

delay. Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Ridgefield. Prices quoted must include delivery to the Town of Ridgefield as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

16. PAYMENT

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery. Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Ridgefield Office of the Facilities Director 400 Main Street Ridgefield, CT 06877

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Ridgefield for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment and at time of final payment prior to any

07/13/2020 Bid 21-01 Page 9 of 66

payment being made.

At the time of award the successful bidder shall be required to supply the Town of Ridgefield a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

17. <u>SALES TAX</u>

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

18. CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations and standards, as applicable.

20. AWARD

The Town of Ridgefield reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Ridgefield reserves the right:

- a. To award bids received on the basis of individual items, or groups of items, or on the entire list of items.
- b. To reject any or all bids, or any part thereof.

07/13/2020 Bid 21-01 Page 10 of 66

- c. To waive any informality in the bids.
- d. To accept the bid that is in the best interest of the Town of Ridgefield. The Purchasing Agent's decision shall be final.

21. <u>INSURANCE</u>

Insurance requirements are detailed under the attached "Insurance Requirements."

22. GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year, except as specifically noted within these documents, from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery and installation. If within the guarantee period there are any defects or signs of deterioration the bidder shall repair, adjust or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

23. PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town.

24. NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Non-segregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

25. MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Ridgefield, with each progress payment, and/or at time of final payment, prior to any payment made.

07/13/2020 Bid 21-01 Page 11 of 66

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHE	REOF, the parties here	eto have set their hand and seal this on
the	day of	
Signed, Seated an	d Delivered in the	Signed:
Presence of:		
Notary Public		

07/13/2020 Bid 21-01 Page 12 of 66

Purchasing Department, Town of Ridgefield,400 Main Street,Ridgefield,CT. 06877

203-431-2720 & purchasing@ridgefieldct.org

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. Bidders may not perform any work until <u>all</u> insurance requirements are met.

- 1. Comprehensive General Liability Insurance as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
 \$1,000,000 each occurrence.
 - The Town shall be named as an <u>Additional Insured</u>
 This MUST be stated explicitly on the Certificate or you will be disqualified
- Worker's Compensation Insurance and Employer's Liability for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability: Statutory Limits
- 3. Comprehensive Auto Liability Insurance:

 Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

07/13/2020 Bid 21-01 Page 13 of 66

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to due so will result in work stoppage and possible contract cancellation.

07/13/2020 Bid 21-01 Page 14 of 66

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. **DEFINITIONS**:

OWNER: The word "Owner" when it appears in

the Contract Documents shall mean The Town of Ridgefield, Connecticut.

ENGINEER: The word "Engineer" when it appears

in the contract Documents shall mean: Jacob Muller, Director of Facilities, or his specifically designated Agent.

<u>CONTRACTOR:</u> The word "Contractor" when it appears

in the Contract Documents shall mean the party to whom the Contract has been

awarded.

3. MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

07/13/2020 Bid 21-01 Page 15 of 66

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, it so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. CHANGES IN THE WORK:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

07/13/2020 Bid 21-01 Page 16 of 66

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them

07/13/2020 Bid 21-01 Page 17 of 66

10. CONTRACTOR'S LIABILITY INSURANCE:

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the engineer, if he so requires and shall be subject to his approval for adequacy of protection.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

07/13/2020 Bid 21-01 Page 18 of 66

15. METHOD OF PAYMENT:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor one hundred percent (100%) of the amount stated in the Engineer's report. No payment shall be made until the Contractor has satisfied all prevailing wage reporting requirements if prevailing wages are a part of this contract.

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

Prior to the issuance of the final payment, the Contractor shall submit to the Engineer the attached Project Closeout Documents fully executed and notarized.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (<u>OMITTED</u>)

19. PROTECTION TO PUBLIC:

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

07/13/2020 Bid 21-01 Page 19 of 66

20. GUARANTEE:

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within sixty (60) consecutive calendar days after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection of war, or by the abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or de default it of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Engineer in writing, and thereupon, and otherwise, the Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall he final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. **SALES TAX**:

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

24. Termination of the Contract:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner,

07/13/2020 Bid 21-01 Page 20 of 66

terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. It the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

07/13/2020 Bid 21-01 Page 21 of 66

SPECIAL CONDITIONS

1. Contract Documents and Working Drawings:

The work is shown on the attached appendices, if any, or the accompanying Contract Drawings. Such additional working drawings as are required because of changes or to provide greater detail will be provided by the Engineer.

2. Planimeter:

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

3. Soil and Groundwater Conditions:

The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

4. Existing Structures:

All known surface structures immediately adjacent to the work, are shown on the Plans. This information is shown for the convenience of the contractor in accordance with the best information available, but is not guaranteed to be correct or complete. Underground structures in the path of the project are **not** shown. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstruction.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury all utilities, pipes, poles, conduits, walls, buildings, and other structures, utilities, and property in the vicinity of his work. Such sustaining and protecting shall be done carefully by the Contractor and as required by the party owning or controlling the structure. Before proceeding with such work, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning said structure. The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, wires, or other structures, utilities, and property in the vicinity of his work, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

The Contractor must notify "Call Before You Dig" at 1-800-922-4455 prior to start of construction.

5. <u>Dust Control:</u>

The Contractor shall take all necessary precautions to prevent and abate nuisance caused by dust arising from his operation, by the application of water spray.

6. <u>Sedimentation and Erosion Control:</u>

The Contractor shall control sedimentation and erosion in accordance with the publication entitled, "Erosion and Sedimentation Control Handbook," latest edition, U. S. Department of Agriculture, Soil Conservation Service, Storrs, Connecticut, and as approved by the Engineer.

7. Payment for Miscellaneous Work:

No direct or separate payment will be made for furnishing and providing miscellaneous temporary works, plant and services, including Contractor's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, and watchmen, or other items specified under these special conditions. Compensation for all such services and materials shall be considered as having been included in the prices stipulated for the Items of the Contract.

8. Clean-up of Site:

During the progress of the work, the Contractor shall keep the site in a generally neat condition. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. The work shall be cleaned up as the various portions of the project are completed.

Upon completion or the work and before acceptance and final payment will be made, the Contractor shall, except as otherwise expressly directed or permitted in writing, clean and remove from the site all surplus and discarded materials, rubbish, and temporary structures. He shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work, and leave the whole in a neat and presentable condition. He shall also remove all plant, surplus, and waste materials from the site.

9. Emergency Work:

The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.

10. Work in Bad Weather:

During freezing, stormy, or inclement weather, no work shall be done except that which can be done satisfactory and in a manner as to secure first-class construction throughout.

11. Night, Saturday, and Sunday Work:

Unless otherwise permitted or stipulated under a State or Town encroachment permit, no work shall be done between the hours of 6:00 p.m. and 7:00 am, nor on Saturday or Sunday, except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night or on Saturday or Sunday, the Engineer shall be informed at least twenty-four (24) hours in advance of the beginning of performance or such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good light and other necessary facilities for performing and inspecting the work shall be provided and maintained at all points where such work is being done.

12. Explosives and Blasting:

Explosives for blasting shall be stored, handled, and used in accordance with the laws, ordinances, and regulations of the State of Connecticut, all local regulations, and with such additional regulations as the Engineer may require. Blasting shall be conducted so as not to endanger persons or property and, unless otherwise permitted, shall be covered or otherwise satisfactorily confined. The Contractor shall be responsible and shall make good any damage of whatever nature caused by blasting or accidental explosions. It shall be the Contractor's responsibility to obtain all required permits for blasting.

13. Traffic Control:

The Contractor shall maintain traffic during the progress of the work. Barricades, flagmen, uniformed police officers on any other type of traffic control necessary to ensure the safety of the public shall be utilized by the Contractor. All methods of traffic control are subject to the approval of the Chief of Police who may direct other methods to be employed. No direct payment for traffic control will be made other than payment for uniformed police officers **at cost** and only when directed by the Chief of Police or as required as a condition of approval by the State or Town encroachment permit. It is the Contractor's responsibility to schedule all uniformed police officers as may be required. Payment for all traffic control other than uniformed police officers shall be covered under the various items of these specifications.

14. Material Disposal:

The Contractor shall be responsible for the disposal of all construction debris generated by the project. The Town cannot accept the disposal of any material at this time.

17. Wage Rates:

This project <u>IS NOT</u> subject to prevailing wage rates.

18. Permits:

It is the Contractor's responsibility to obtain all necessary building or construction permits, including those that may be required from either the Town of Ridgefield or the State of Connecticut, prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut or the State of Connecticut department of Transportation Standard Specifications, latest edition, as applicable.

19. Concrete Testing:

Concrete testing **IS** required.

20. Materials:

Materials normally delivered labeled shall be received with manufacturer's original label and instruction, or else shall be subject to rejection. Materials shall be stored under adequately clean and dry condition, and all work shall be preformed according to the best practice of the trades. Manufacturer's specifications and instructions for products specified herein or approved equals, become part of these specifications and all such instructions are to be followed accordingly.

21. Lines and Grades:

It is the intent of these plans and specifications to illustrate the approximate location of the proposed sidewalk. It is the Contractor's responsibility to locate in the field the project's location according to the constraints as shown on the plans or listed under these specifications.

22. Accommodation of Traffic:

During the progress of the work, all roads shall be kept open for the passage of traffic and pedestrians and shall not be unnecessarily obstructed unless authorized by the authority having jurisdiction over same. Driveways, sidewalks and crossings shall be closed as short a time as possible while pipe is being placed, and passage shall be restored as soon as possible thereafter by properly placed backfill or approved bridging. The Contractor shall take such measures at his own expense as may be necessary to keep the roads open for traffic, and shall give advance notice to the Department of Transportation (D.O.T.), town public works department, local police and state police as required.

Warning signs shall be provided along all roads where work is in progress. The Contractor shall notify and make all arrangements with the D.O.T., town public works department, local police and state police for direction of traffic past the equipment, machinery, or construction operations. Barricades and lights shall be provided to protect traffic. Where trenches have been cut in road shoulders on which traffic may pass at times, warning signs shall be placed at frequent intervals and maintained until the shoulder is safe for travel. All such work and operations shall be in accordance with the requirements of the D.O.T., public works department, local police and state police.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these Specifications, the Engineer may immediately and without notice, arrange for furnishing, installing and maintaining barricades or lights, and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
2. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
3. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
4. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
Company:	Bid Titl	e:
Street:	Bid No.	<i>:</i>
City State:	Telenhane Na	

07/13/2020 Bid 21-01 Page 27 of 66

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

1. Firm:	
Firm's Address:	
Contact: Name	Telephone
Type of Work to be Performed:	
2. Firm:	
Firm's Address:	
Contact: Name	Telephone
Type of Work to be Performed:	
3. Firm:	
Firm's Address:	
Contact: Name	Telephone
Type of Work to be Performed:	
4. Firm:	
Firm's Address:	
Contact: Name	Telephone
Type of Work to be Performed:	
Company:	Bid Title:
Street:	Bid No.:
City, State:	Telephone No.:

07/13/2020 Bid 21-01 Page 28 of 66

PROPOSAL

Proposal of:	

to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Sidewalk and Curbing Improvements**, the plans and specifications prepared by Jacob Muller, Director of Facilities, the works being situated within the Town of Ridgefield, Connecticut.

The undersigned bidder has carefully examined the Contract Documents referred to in the "Information for Bidders", and also the site of the work, and will provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all material called for by the Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them for the following sums:

07/13/2020 Bid 21-01 Page 29 of 66

Estimated Quantities

<u>Item</u>	Estimated <u>Quantity</u>	Computed Total
Item 1A: Concrete Curbing the unit price of:		
	dollars	
and	cents	
(\$) per LF	100 LF	\$
Item 1B: Additional For Monoling the unit price of:	thic Concrete Curbing	
	dollars	
and	cents	
(\$) per LF	350 LF	\$
Item 1C: 5" Standard Concrete the unit price of:	Sidewalk	
	dollars	
and	cents	
(\$) per SF	1,500 SF	\$
Item 1D: Concrete Handicap Rathe unit price of:	<u>amp</u>	
	dollars	
and	cents	
(\$) per SF	200 SF	\$

07/13/2020 Bid 21-01 Page 30 of 66

Item 1F: Additiona	I Payment For T	inted Concrete S	<u>idewalk</u>	
the unit price of:				
		_dollars		
and		cents		
(\$) per SF	1,000 SF	\$	
Item 1G: Concrete	Patio Replacem	ent, 6" Standard	<u>Detail</u>	
the unit price of:				
		_dollars		
and		cents		
(\$) per SF	1,200 SF	\$	
Item 2: Bit. Conc. If the unit price of:	Pavement Pavement			
		_dollars		
and		cents		
(\$) per SY	50 SY	\$	
Item 3: Lawn Restorthe unit price of:	<u>oration</u>			
		_dollars		
and		cents		
(\$) SY	1,000 SY	\$	-
Grand Total, Items	1A through Item	3 Inclusive		
			\$	

07/13/2020 Bid 21-01 Page 31 of 66

For purposes of comparison, the computed Grand Total, All Items will serve as the basis of comparison of all bids. The computed total is not an official part of this proposal.

The Town reserves the right to eliminate any item or portion of the work that it deems to be in the best interest of the Town.

All costs of excavation of unsuitable material as shown on the plans or specified in the field are to be carried under each specific item.

Any inconsistencies between the plans and specifications shall be reported to the Town Engineer. The Town Engineer shall make the final decision on any inconsistencies and their intent.

This is a unit price bid. As noted within these specifications, the Town of Ridgefield does not guarantee the estimated quantities shown for each item within the proposal. By submitting a bid, the bidder acknowledges that the project's final quantities may vary from the estimated quantities shown on the proposal sheets and that final payment will be made based on the project's final measured quantities, not the estimated quantities.

07/13/2020 Bid 21-01 Page 32 of 66

The Undersigned Also Agrees as Follows:

<u>First</u>: To do any extra work not covered by the above schedule of prices, which may be ordered by the Engineer and to accept as full compensation therefor such prices as may be agreed upon in writing by the Engineer and the Contractor in accordance with Article 5, "General Conditions".

<u>Second</u>: Within seven (7) days from the date of the "Notice to Proceed", to execute the Contract and to furnish to the Owner a satisfactory performance and payment bond in the sum of the full amount of the contract.

Dated:
Signature of Bidder:
Зу:
Title:
Business Address:

07/13/2020 Bid 21-01 Page 33 of 66

Town of Ridgefield Office of the Faculties Director

Sidewalk and Curbing Improvements July, 2020

Technical Specifications

Concrete Sidewalk and Curbing Construction

Item I

1.1 Work Included:

Under this item, the Contractor shall furnish all labor, materials, tools, and equipment necessary to prepare the site, remove existing sidewalks, if required, place and grade the gravel bedding, construct new concrete sidewalks, curbing, and all other work necessary to complete the construction of those items.

1.2 **General Requirements:**

In general, all sidewalks shall be constructed or reconstructed by the Contractor in accordance with the current State of Connecticut Department of Transportation (CONNDOT) Standard Specifications, Section 9.21, as amended to date. CONNDOT Specifications shall apply to the materials to be supplied and to construction procedures, except as modified herein.

The Contractor shall construct sidewalks within the grades and limits indicated on the Contract Drawings, or as required by the Contract Documents. The tolerance of the finished top surface shall be plus or minus 1/8 inch for width of walk and each 5-foot length of walk.

Where new or replacement cement concrete sidewalk is to meet existing sidewalk, the existing sidewalk shall be removed back to the first expansion or construction joint.

The finished grade and alignment of sidewalk replacements shall match existing conditions prior to removal, unless otherwise shown on the Drawings.

1.3 Site Preparation:

The Contractor shall break up and remove the existing sidewalk where required. The subgrade is to be excavated to a point to accommodate the required thickness of new concrete sidewalk, gravel base, and any grade change as required below finished grade.

07/13/2020 Bid 21-01 Page 34 of 66

The subgrade shall be free from all bumps, depressions, standing water, roots, organic material and all deleterious material. The subgrade shall be graded, leveled and compacted to a smooth surface, parallel to the final surface.

In fill areas, the Contractor is to remove any deleterious material from the subgrade and raise the grade to accommodate both the required new concrete thickness and gravel base. Fill material shall be clean, well graded material free of any organic material or stones greater than three (3) inches. All fill shall be thoroughly compacted with a vibratory compactor.

1.4 Gravel Base:

The gravel base shall consist of 3/4 inch processed gravel. The material shall be placed to a true line and grade as directed by the Engineer and shall be thoroughly compacted by means of a vibrating compactor.

The gravel base shall be placed not less than six (6) inches in depth and to such a grade that after compaction it shall form a true grade at a depth equivalent to the required new concrete sidewalk thickness below the finish sidewalk grade.

1.5 Forms:

Sidewalk forms shall be either steel or wood, and shall be equal in depth to the thickness of the sidewalk. Sidewalk forms shall be held firmly in place using steel pins driven into the ground. Prior to the start of each day's concrete placement, the sidewalk forms shall be placed and graded to the proper line and grade.

1:6 Concrete:

Portland Cement Concrete to be replaced under this item is specified under Appendix A, "Portland Cement Concrete Material Specification." The concrete thickness shall be as shown on the plans. Wire reinforcement is to be furnished and installed at all locations. The wire fabric shall consist of one layer of 6"x6" – W1.4 x W1.4, or as directed in the field or specified on the plans.

1.7 Finishing:

The surface of the concrete shall be finished with a wood or rubber float or by other approved means (machine). The outside edges of the slab and all transverse joints shall be edged with the proper finishing or edging tool. The finishing shall be accomplished while the concrete is still in a plastic state and the adding of slurry to a hardened surface shall not be permitted.

07/13/2020 Bid 21-01 Page 35 of 66

1.8 Joints:

After placing of the concrete, the forms shall be marked in five-foot increments with a joiner tool, or by the removal of a steel plate inserted in the forms, and at every twenty (20) foot interval, expansion joint material shall be placed prior to pouring. This material shall be asphaltic, cork or fiber in nature and shall extend in depth the full thickness of the slab.

1.9 Curing:

All finished surfaces shall be covered and kept in a moist state for a period of not less than forty-eight (48) hours after finishing, using a burlap or moisture-barrier material for covering, and for the purpose of concrete curing and dehydration control. The Contractor is to refer to Appendix A, "Portland Cement Concrete" for placement considerations during adverse weather conditions.

All exposed surfaces of new concrete sidewalk shall be treated with "Saltguard" as manufactured by Prosoco as per manufacturer's recommendations.

1.10 Testing Requirements:

Testing requirements for concrete are listed under Appendix A, "Portland Cement Concrete." All costs associated with the testing of concrete are to be included for payment under this item.

1.11 <u>Structure Adjustments:</u>

Any valve boxes, curb boxes, manhole covers, etc., encountered or to be located in the sidewalk area shall be adjusted so that the cover is flush with the top surface of the sidewalk. All valve boxes, curb boxes, etc., shall be left in such a way that the covers are easily removed and the boxes shall function in the manner in which they were intended. All covers shall be cleaned and restored to their original condition, free from concrete and asphalt.

1.12 Monolithic Concrete Sidewalk:

Where directed by the Engineer, or as shown on the plans, the Contractor shall install a monolithic concrete sidewalk. Materials and construction methods shall be as specified herein for concrete sidewalks. In constructing monolithic sidewalks, the Contractor shall saw cut the existing bituminous concrete road pavement to the pay limits as shown on the plans. Road restoration in conjunction with the installation of monolithic concrete sidewalks shall be as shown on the plans and paid for under this Item.

07/13/2020 Bid 21-01 Page 36 of 66

1.13 <u>Detectable Warning Strips:</u>

Detectable warning strips shall be a prefabricated detectable warning surface tile employing stainless steel construction as shown on the plans. The color shall be approved by the Engineer. Warning strips for new construction shall be set directly in poured concrete according to the pans and the manufacturer's specifications, or as directed by the Engineer. The Contractor shall place 2-25-pound concrete blocks or sandbags on each tile to prevent the tiles from floating after installation in wet concrete. The Contractor is responsible for removing any material splatters or debris

1.14 Concrete Curbing:

In general, materials shall be as those specified for concrete sidewalks under this item or Appendix A.

Excavation shall be made to the required grade and the base upon which the curbing is to be set shall be compacted to a firm, even surface. The pavement shall be saw cut and pavement materials, either asphalt or concrete, shall be removed.

The concrete shall contain not less than 5 or more than 7 per cent entrained air at the time the concrete is deposited within the forms. Concrete shall be placed only on a moist base. Concrete shall not be placed on a soft, muddy or frozen base.

Slip form equipment may be used if the resulting product conforms to the plans.

Where slip form equipment of precast concrete curbing is not used, the concrete shall be placed in forms, struck off with a template, compacted by approved means and finished to a smooth, even surface. Vibration will not be required.

The concrete curbing shall be constructed in sections having a uniform length of approximately 10 feet, unless otherwise directed, so arranged that a joint in the curbing shall come opposite a joint in the adjoining concrete pavement slab, if applicable, and be similar to it. The length of these sections shall be separated by an approved method at the time of placing of the concrete.

Forms: Where forms are used, they shall be so constructed that the form for exposed faces may be removed before the concrete has taken final set in order to permit correction of surface irregularities.

Wire Mesh or other type of reinforcing shall be placed as shown on the detail drawings.

All exposed edges shall be chamfered.

07/13/2020 Bid 21-01 Page 37 of 66

All exposed surfaces of new concrete curbing shall be treated with "Saltguard" as manufactured by Prosoco as per manufacturer's recommendations.

1.15 <u>Tinted Concrete:</u>

Work under this item shall include the use of integral concrete pavement color, pattern, textural surface, dry-shake color hardener, test slabs, and application of a sealant solution. Colors to match existing tinted concrete sidewalks or as specified by the Engineer.

The following materials shall be utilized as manufactured by Scofield, or approved equal. All materials used shall be from the same manufactured:

- a) Color hardener: Lithochrome Color Hardener.
- b) Color admixture: shall contain colored, water-reducing, coloring agents that are lime proof and UV resistant, and without calcium chloride. The color admixture shall conform to the requirements of ASTM C979 and ASTM C494.
- c) Curing and Sealing Compound: Scofield Cureseal-W (semi-gloss). Curing and sealing compound shall conform to the requirements of ASTM C309 and matching the color admixture manufacturer, for use with integrally colored concrete.
- d) Release Agent: pattern tool manufacturer recommended and compatible with integral color additives.
- e) Dry-shake Colored Hardener: Lithochrome Color Hardener or approved equal. As recommended by the pattern tool manufacturer and of a heavy-duty grade.

The Contractor shall submit for approval shop drawings for all materials to be utilized in the tinting process. A 5' x 5' test slab shall be provided to confirm the color match. The installed concrete shall have a consistent color matching that of the approved test slab. The Contractor shall follow all manufacturer's recommendations.

1.16 Partial Depth Concrete Repair:

Where shown on the plans or as directed by the Engineer, the Contractor shall complete partial depth concrete repair to existing concrete surfaces. In general, the work shall include the following:

07/13/2020 Bid 21-01 Page 38 of 66

- 1. Materials, the Contractor shall utilize the following materials as specified within Appendix "A":
 - a) SikaTop 122 PLUS, two-component, polymer-modified, cementitious, trowel-grade mortar plus Sika FerroGard 901 penetration corrosion inhibitor.
 - b) Sika Armatec 110 EpoCem, bonding agent and reinforcement protection.
- 2. Surface Inspection, the Contractor shall thoroughly inspect the area to be repaired to determine the limits of work. The extent of the repair shall be approved by the Engineer prior to the start of demolition
- 3. Demolition and Removal of Deteriorated Concrete, the Contractor shall remove all deteriorated concrete by mechanical means. Prior to the start of demolition, the Contractor shall first saw-cut to a depth of ½" each area designated to be removed. All material shall be removed and disposed of off-site.
- 4. Surface Preparation, the Contractor shall prepare the demolished surfaces for patching by sandblasting to remove all loose particles and dust. All mechanical or hydraulic blasting operations shall be performed using techniques approved by the Engineer, taking care to protect all pedestrians, traffic, and adjacent property. The entire concrete surface to be patched shall be dampened and all free water shall be removed from the patch area.
- 5. Mixing, Placing, and Finishing, the Contractor shall, mix, place, and finish all mortar in strict accordance to the manufacturer's requirements as specified within Appendix "A".

1.17 Pavement Restoration:

Materials and methods for pavement restoration shall be as specified and paid for under Item 2, Bituminous Concrete Pavement. Pay limits are as shown on the Plans.

1.18 <u>Measurement and Payment:</u>

In general, payment for work completed under this item shall include all labor, materials, tools, and equipment necessary to complete the various subdivisions of this item as shown on the plans or as described herein. Payment for surface restoration, pavement saw-cutting, and pavement restoration shall be made under the specific items listed in this contract.

07/13/2020 Bid 21-01 Page 39 of 66

Work completed under Item 1A, Concrete Curbing shall be measured as the actual number of lineal feet of concrete curbing installed. Payment shall be made for all work necessary to construct concrete curbing as shown on the drawings and noted within these specifications and shall include, but not be limited to, layout, excavation of existing pavement, subgrade compaction, placement and compaction of the gravel base, and placement of concrete as shown.

Work completed under this item 1B, Additional Payment for Monolithic Concrete Curbing shall be measured as the actual number of lineal feet of monolithic concrete curbing installed measured along the curb line and shall include all extra effort required to supply all labor, materials, tools, and equipment to construct monolithic concrete curbing in addition to that paid for under Item 1D or 1F

Work completed under item 1C, 5" Standard Concrete Sidewalk shall be measured as the actual number of square feet of concrete sidewalk constructed. Payment shall be made for all labor, materials, tools, and equipment necessary to construct concrete sidewalks including but not limited to site preparation, excavation, backfill, and any other work related to concrete sidewalk construction as shown on the plans or as specified herein.

Work completed under item 1D, 8" Heavy-Duty Concrete Sidewalk shall be measured as the actual number of square feet of concrete sidewalk constructed. Payment shall be made for all labor, materials, tools, and equipment necessary to construct concrete sidewalks including but not limited to site preparation, excavation, backfill, and any other work related to concrete sidewalk construction as shown on the plans or as specified herein.

Work completed under item 1E, Concrete Handicap Ramp shall be measured as the actual number of square feet of concrete handicap ramp constructed. Payment shall be made for all labor, materials, tools, and equipment necessary to construct concrete handicap ramps including but not limited to excavation, backfill, and the installation of detectable warning strips as shown on the plans or as specified herein.

Work completed under this item 1F, Additional Payment for Tinted Concrete Sidewalk shall be measured as the actual number of square feet of tinted concrete sidewalk constructed and shall include payment for all extra effort required to supply all labor, materials, tools, and equipment to tint concrete sidewalk in addition to that paid for under Item 1C.

Work completed under item 1G, Partial Depth Concrete Repair shall be measured as the actual number of cubic feet of partial depth concrete repair completed. Payment shall be made for all labor, materials, tools, and equipment

07/13/2020 Bid 21-01 Page 40 of 66

necessary to complete partial depth concrete repair including but not limited to surface inspection, demolition and material removal, surface preparation, mixing, placing, and finishing patch materials, and any other work related to partial depth concrete repair as shown on the plans or as specified herein.

07/13/2020 Bid 21-01 Page 41 of 66

Bituminous Concrete Pavement

Item 2

2.1. Work Included:

Work under this item shall include all labor, tools, materials and equipment necessary to construct a Bituminous Pavement Surface within the areas as shown on the plans or as directed by the Engineer. The Bituminous Pavement Surface shall consist of a processed gravel base course and two courses of bituminous concrete pavement of varying thickness as noted on the plans. The Contractor shall also install Machine-Formed Bituminous Concrete Curbing where required.

In general, the work shall include, but not be limited to, the following:

Prepare and fine grade the sub base for paving.

Saw cut existing pavement at the interface with the new pavement

Place, compact, and fine grade the gravel base.

Tack coat the exposed edges of the existing pavement.

Place and compact the bituminous concrete surface.

Install and back up bituminous concrete curbing where required.

2.2. Materials:

All materials utilized for the completion of the various subdivisions of this item shall conform in all respects to that specified under the applicable sections of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, latest revision:

Gravel Base M02.03, gradation "C"

Bituminous Concrete, Base Course M04.01, class 1
Bituminous Concrete, Wearing Course M04.01, class 2

Tack Coat M04

Bituminous Concrete, Curbing M04, class 3

The Contractor shall present certifications indicating that the materials utilized conform in all respects to the above-mentioned specifications.

2.3. Construction:

Construction methods shall conform in all respects to that specified under the applicable sections of Form 816, latest revision:

07/13/2020 Bid 21-01 Page 42 of 66

<u>Item</u>	<u>Section</u>
Gravel Base	3.02
Bituminous Concrete	4.06
Bituminous Concrete Curbing	8.15
Striping	12.09

Prior to the placement of the gravel base, the subgrade shall be inspected by the Engineer for suitability. Unsuitable materials found shall be excavated by the Contractor and replaced in compacted 8" lifts with gravel as specified under the materials section of this specification.

2.4. Measurement and Payment:

Work completed under this item 2A, Bituminous Concrete Pavement, shall be measured as the actual number of square yards of bituminous concrete pavement constructed within the pay limits as shown on the plans. Work completed outside the pay limits shall be at the Contractor's expense. Payment shall be made for all labor, materials, tools, and equipment necessary to complete the work as shown on the plans or specified herein including fine grading of the sub-base, placement of the gravel base, and placement of the bituminous surface.

Work completed under this item 2B, Bituminous Concrete Lip Curbing, shall be measured as the actual number of linear feet of bituminous concrete lip curbing installed. Payment shall be made for all labor, materials, tools, and equipment necessary to complete the work as shown on the plans, specified herein, or as directed by the Engineer. Loam and seed required to back up the newly placed curbing is specified and paid for under Item 3, Lawn Restoration.

The unit price per cubic yard bid under Item 2C, Additional Backfill Material, shall include payment for all labor, materials, and equipment necessary to excavate unsuitable sub-base materials and furnish, place and compact additional backfill material where directed. This price shall also include disposal of unsuitable material removed.

07/13/2020 Bid 21-01 Page 43 of 66

Surface Restoration

Item 3

3.1 Work Included:

Under this item, the Contractor shall furnish all labor, materials, tools, and equipment necessary to restore the work site to its original condition.

3.2 Backfilling:

The sides of all sidewalks shall be backfilled with suitable material as defined below thoroughly compacted and finished flush with the sidewalk so that no hazard is presented to the walking public. All surplus material shall be removed forthwith from the site and the area left in a neat and presentable condition. Backfill material shall be clean, well-graded material, free of any organic material. All newly installed bituminous concrete lip curbing shall be backed up as soon as practical to protect the curbing from damage.

3.3 **Placing Topsoil:**

Surfaces, which are to be topsoiled, shall be properly prepared prior to placement of topsoil. All areas shall receive 6 inches of topsoiling. Objectionable material such as sod, roots and stones shall be removed from the topsoil before it is compacted in place. All topsoil placed under this item is to be raked immediately after it is applied. Particular care shall be taken to provide a top surface free from stones, roots and materials, which will prevent maintaining a solid growth of grass. The topsoil shall be slightly compacted by rollers, as directed, and shall be hand raked to provide even, smooth surfaces, at the required slopes and grades immediately before seeding.

3.4 <u>Liming and Fertilizing:</u>

The Contractor shall apply lime and fertilizer as required to promote a good stand of grass.

3.5 <u>Seed:</u>

Grass seed shall be of the previous year's crop. It shall meet current standards of the Association of Official Seed Analysts. The seed mix shall conform to the state of Connecticut Department of Transportation Standard Specifications Section M.13.04 and shall contain the following:

07/13/2020 Bid 21-01 Page 44 of 66

<u>Seed Variety</u>	Percent by Weight	
Kentucky Bluegrass	25	
Creeping Red Fescue	35	
K. 31 Tall Fescue	30	
Domestic Ryegrass	5	
Alsike Clover	5	

Seed shall be delivered to the site in unopened containers with manufacturer's label attached.

Mulch shall be applied as required or as directed in the field to promote a good growth.

Restoration work is to take place as soon as practical or as directed by the Engineer. The Contractor is to file with the Engineer his restoration plans, including a listing of any subcontractors, prior to the start of construction.

3.6 **Measurement and Payment:**

Work completed under this item shall be measured as the actual number of square yards of lawn area restored. Payment shall be made for all work necessary to restore surface areas to their original condition complete as shown or specified herein. Payment shall also include all work necessary to relocate fences, bushes, plants, etc., which are in the way of the construction and restoration activities except as specifically paid for under other items of these specifications.

Payment limit shall be 5 feet from either side of the edge of the new sidewalk or bituminous lip curbing. **The Contractor at his expense shall restore all areas disturbed outside the payment limit.** Payment lines are shown on the detail drawings.

07/13/2020 Bid 21-01 Page 45 of 66

SPECIMEN CONTRACT

This Agreement made	as of the	day of	· · · · · · · · · · · · · · · · · · ·	
the year	by and bet	between the Town of Ridgefield, 400 Main		
Street, Ridgefield, Conr	necticut, (her	rein after called the Own	er), and	
·		, doing business at		
		, (he	erein after called the	
Contractor).				
Witnesseth that the O	wner and th	ne Contractor in consid	eration of the mutual	
covenants herein after	set forth, agr	ree as follows:		

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

Sidewalk and Curbing Improvements

The work to be done consists of the furnishing of all labor, materials, tools, and equipment necessary to construct the project as shown on the plans and as described in the specifications prepared by Jacob Muller, Director of Facilities.

Article 2. Engineer:

Jacob Muller, Director of Facilities, will act as the Engineer in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be completed within **forty five (45) calendar days** after the date which the Contractor is to start the work as provided in the Contract Documents.

07/13/2020 Bid 21-01 Page 46 of 66

Article 4. Contract Price:

The Owner will pay the Contractor for performance of the Work and completion
of the Project in accordance with the Contract Documents subject to adjustment
by modifications as provided therein in current funds as follows:

Article 5. Progress and Final Payments:

The Owner will make progress payments on account of the Contract Price as provided in the General Conditions. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Engineer.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following:

- A. This agreement
- B. Exhibits to this Agreement
- C. Contractor's Bid and Bid Bonds
- D. Specifications
- E. Drawings as referenced by the Specifications or attached hereto
- F. Addenda numbers:
- G. Any modifications, including change orders, duly delivered after execution of this agreement.

Article 7. Miscellaneous:

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

07/13/2020 Bid 21-01 Page 47 of 66

- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

07/13/2020 Bid 21-01 Page 48 of 66

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

	Signed and sealed in
	the presence of:
	Town of Ridgefield
Ву	
Date	
	Contractor
Ву	
Date	

07/13/2020 Bid 21-01 Page 49 of 66

Appendix A

Concrete

Appendix A A-1

07/13/2020 Bid 21-01 Page 50 of 66

Appendix A

Concrete

A 1.1 Cement

Portland cement shall conform to the Standard Specifications of ASTM Designation C150, latest revision, Type I or Type II cement. It shall be made by a well-known, acceptable manufacturer and the product of more than one plant shall be used on the work. Cement shall be stored and handled in such a manner as to prevent deterioration or the intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete.

A 1.2 Aggregates

Aggregates shall conform to ASTM Designation C33, latest revision. Coarse aggregate shall be size No. 67, nominal three-quarter inch (3/4") to No. 4, unless permitted otherwise by the Engineer. The Contractor shall obtain the services of an approved commercial testing laboratory to sample and test the aggregates to insure compliance with the above specification and shall submit the test results to the Engineer for approval before beginning work. Acceptance of samples shall not be considered as a guarantee of acceptance of all materials from the source and it shall be understood that any aggregates, which do not meet with requirements of these specifications, may be rejected at any time.

A 1.3 Admixtures

Admixtures other than an air-entraining admixture shall not be used without the written approval of the Engineer. Air entraining admixtures shall be used and shall be Sika AER, or approved equal, conforming to ASTM Designation C260. The air content of the concrete with three-quarter inch (3/4") maximum size aggregate shall be six per cent (6%), plus or minus one per cent (1%) by volume. The Contractor shall provide the equipment and all necessary assistance for calculating the air content in conformity with the requirements of "Test for Air Content of Freshly Mixed Concrete by the Pressure Method", ASTM Designation C231.

<u>A 1.4 Water</u>

Water used in mixing concrete shall be clean and free from injurious amounts of oils, acids, alkalies, organic materials, salts, or other substances that may be deleterious to concrete or steel.

A 1.5 Storing and Handling Aggregates

All materials used for concrete must be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer. Bins or platforms having hard, clean surfaces shall be provided for storage.

07/13/2020 Bid 21-01 Page 51 of 66

Suitable means shall be taken during hauling, piling, and handling to prevent segregation of the coarse and fine particles of the aggregate to such a degree as to disturb the grading.

A 1.6 Measuring Materials

The proportions of cement and fine and coarse aggregate for each batch of concrete shall be determined by weight. Equipment for measurement of the amount of water used in each mix shall be readily adjustable and capable of measuring water in variable amounts within a tolerance of one percent (1%).

All equipment for measuring and accurately controlling the quantities of materials shall be of approved design and shall be tested before they are used. Tests shall be made of moisture content of aggregates and allowance shall be made for the variations in moisture content as required.

A 1.7 Proportions

Proportions of materials in the concrete and strength of concrete shall be approved by the Engineer and shall be subject to the following limitations:

	Minimum 28-day	Maximum Net Water	Minimum Cement
	Compressive	Content Gals. per	Contents Sacks
<u>Class</u>	Strength psi	Sacks Cement	Per Cubic Yard
Α	4,000	54	6.5

Prior to the beginning of concrete work, the Contractor shall submit a statement of the proportions of the cement, fine aggregate, coarse aggregate and water, and the gradations of the fine and coarse aggregates he proposes to use for approval. He shall have standard test cylinders made and tested by an approved testing laboratory. Laboratory test reports shall show sources of materials, proportions of each material, including water, used in the test mix, consistency, and the results of 7-day and 28-day compressive strength tests. The exact proportions of materials used in the work shall be subject to the approval of the Engineer and shall not be changed without his approval. Slump test shall be made from time to time during the progress of the work.

A 1.8 Slump Control

Class A concrete shall be furnished and placed at a slump of from two inches (2") to four inches (4") for slabs and walls respectively.

A 1.9 Slump Tests and Test Cylinders

The Contractor shall be responsible for and shall provide all labor, materials, tools, and equipment necessary for making slump tests and standard compression test cylinders

07/13/2020 Bid 21-01 Page 52 of 66

as the work progresses, all at the direction of the Engineer, who shall be the sole judge of the number of tests and cylinders required.

The Contractor shall furnish all necessary materials for the tests, including standard slump cones and molds for concrete test cylinders in conformance with ASTM Standard C470, latest revision. The Contractor shall provide proper storage for the cylinders.

Standard test cylinders shall be made, stored, and cured in accordance with "Standard Method of Making and Curing Concrete Compression and Flexure Test Specimens in the Field", ASTM Designation C31, latest revision. A standard sample shall consist of six (6) test cylinders, three (3) of which normally shall be broken at seven (7) days and three (3) of which shall be broken at 28 days. Not less than one (1) standard sample shall be made for each fifty (50) cubic yards, or fraction thereof, of concrete placed in any one (1) day.

The Contractor shall provide the services of an approved testing laboratory to test the cylinders.

The Contractor in accordance with ASTM Designation C143, latest revision, shall make slump tests.

If tests do not show satisfactory results, the mix shall be adjusted as directed. Concrete which does not meet the strength requirements is subject to rejection and removal from the work or to such other corrective measures as are directed by the Engineer to make the work acceptable, all at the expense of the Contractor.

A 1.10 Tests by Approved Laboratory

Compression strength tests of cylinders shall conform to "Test for Compressive Strength of Molded Concrete Cylinders", ASTM Designation C39, latest revision.

The cost of all testing work shall be borne by the Contractor. The testing laboratory shall submit certified copies of the test results in duplicate directly to the Engineer and the Contractor within twenty-four (24) hours after tests are made.

A 1.11 Mixing

An approved rotation type batch machine shall mix concrete except where hand mixing of very small quantities may be permitted. The arrangements shall provide for the correct weight of each ingredient before placing in the mixer and the introduction of a measured quantity of water at any stage in the process. The quantity of ingredients to be mixed in each batch shall be governed by the size of the concrete mixer and shall not exceed the rated capacity specified for the mixer by the manufacturer. Unless otherwise permitted, the quantities shall be such as to require a whole number of bags of cement.

07/13/2020 Bid 21-01 Page 53 of 66

Mixing shall be thorough and all materials for each batch shall be mixed together at least two (2) minutes while the drum revolves at the proper speed.

A 1.12 Transporting Concrete

The concrete shall be transported and placed in the work not more than forty-five (45) minutes after the water is added to the dry ingredients. Care shall be taken to avoid spilling and separation of the mixture. No concrete in which ingredients have become separated shall be placed in the work. Retempering of partially set concrete will not be permitted. Suitable and approved equipment for transporting of concrete from mixer to forms shall be used.

A 1.13 Transit Mixed Concrete

If the Contractor desires to use transit mixed concrete, he shall submit full information as to the physical capability of the mixing plant and trucking facilities which are available and the estimated average amount which can be produced and delivered to the job site during a normal eight (8) hour day, excluding the output to other customers, for approval. The number of yards of concrete placed daily' will depend on the ability of the plant to deliver concrete to the site and is subject to the approval of the Engineer. The concrete shall be in accordance with the "Specification for Ready Mix Concrete", ASTM Designation C94, as amended, and all applicable requirements of this Item.

The Engineer shall have access to the mixing plant at all times. The concrete shall be mixed in revolving drum-type truck mixers, which are in good condition and which produce thoroughly mixed concrete of the specified consistency and strength. Loads shall not exceed the proper capacity of the mixer.

Concrete shall be mixed for a minimum of one and one-half (1-1/2) minutes after it arrives at the job site, or as recommended by the mixer manufacturer. The drum shall not mix while in transit. Mixing shall be continuous at proper speed until the concrete is discharged. Concrete shall be discharged from the mixer within one (1) hour after water is added to the mix and shall have a maximum slump from two inches (2") to four inches (4").

Adequate facilities shall be available for continuous delivery of concrete at the required rates. Concrete which does not meet the requirements of this specification will be rejected.

A 1.14 Placing Concrete

Immediately before placing concrete, the forms shall be thoroughly cleaned and wet and the space to be occupied by concrete shall be free from all dirt, chips, and foreign material. The concrete shall be carried up level along the whole length of the section under construction and shall be so placed so as to avoid rehandling within the forms. Concrete shall be compacted by means of approved internal vibrators to produce

07/13/2020 Bid 21-01 Page 54 of 66

dense, homogeneous concrete without pockets or voids. Vibrators shall not be used to move the concrete along the form.

When fresh and previously placed concrete masonry are jointed, immediately before placing fresh concrete, the contact surface of the old concrete shall be thoroughly cleaned using a stiff brush or other tools and a stream of water under pressure. The surface shall be clean and wet but free from pools of water at the moment the fresh concrete is placed. Any laitance, waste mortar, or other substance, which will prevent complete adhesion, will be removed. A one-inch (1") thick coat of mortar of similar proportions to the mortar in the concrete shall be placed over the contact surface of the old concrete and the fresh concrete shall be placed before the mortar has attained its initial set. No concrete shall be placed when the Engineer is not present.

A 1.15 Weather Conditions and at Night

Concrete placement during the cold and hot weather and at night shall conform to the following requirements.

Cold Weather: All methods and materials used for winter concreting shall be in accordance with the requirements of "Recommended Practice for Winter Concreting", ACI 306, latest revision, and shall be subject to the approval of the Engineer. Plans to protect fresh concrete from freezing and to maintain temperatures not less than the permissible minimum during the first seven (7) days after placing shall be made before the first frosts are to occur. The temperature of the concrete placed shall not be less than 55°F, nor greater than 85 F and a temperature of between 50°F and 70°F shall be main-tamed for at least seven (7) days after placing. Means shall be provided, if necessary, to ensure that the ambient temperature shall not fall more than 300F in the twenty-four (24) hours following the seven (7) day period. Admixtures, except those approved by the engineer, shall not be used. The cost of all material furnished or required to protect against freezing shall be at the sole expense of the Contractor without extra charge therefore.

<u>Hot Weather</u>: All methods and materials used for hot weather concreting shall be in accordance with the requirements of "Recommended Practice for Hot Weather Concreting", ACI 305, latest revision, and shall be subject to the approval of the Engineer. Concrete deposited in hot weather shall have a placing temperature, which will not cause difficulty from loss of slump, flash set, or cold joints.

<u>At Night</u>: No concrete shall be placed at night without permission of the Engineer, and the Contractor shall give at least twelve (12) hours notice to the engineer if he wishes to place concrete at night.

A 1.16 Quality of Concrete Work

Concrete shall be placed solidly against the forms and elsewhere so as to leave no voids. Every precaution shall be taken to make all masonry solid, compact, watertight,

07/13/2020 Bid 21-01 Page 55 of 66

and smooth and to prevent the formation of laitance and to avoid cold joints. If for any reason the surfaces have voids or are unduly rough, or are in any way defective, such masonry shall be cut out to the extent ordered or permitted and shall be repaired to the satisfaction of the Engineer. The cost of all repairs shall be borne by the Contractor. No thin patches or plastering will be accepted.

Any concrete that is defective, which, in the opinion of the Engineer, cannot be properly repaired as described above, shall be removed and replaced at the expense of the Contractor.

07/13/2020 Bid 21-01 Page 56 of 66

Consolideck® Saltguard® Water Repellent Specification

Specifier Note: The information provided below is intended to guide the Architect in developing specifications for products manufactured by PROSOCO, Inc. and should not be viewed as a complete source of information about the product(s). The Architect should always refer to the Product Data Sheet and MSDS for additional recommendations and for safety information.

Specifier Note: Paragraph below is for PART 1 GENERAL, Quality Assurance.

Test Area

Test a minimum 4 ft. by 4 ft. area on each type of masonry. Use the manufacturer's application instructions. Let test area dry thoroughly before inspection. Keep test panels available for comparison throughout the protective treatment project.

Specifier Note: Paragraphs below are for PART 2 PRODUCTS, Manufacturers and Products.

Manufacturer: PROSOCO, Inc., 3741 Greenway Circle, Lawrence, KS 66046. Phone: (800) 255-4255; Fax: (785) 830-9797. E-mail: CustomerCare@prosoco.com

Product Description

Consolideck® Saltguard® is a general-purpose silane/siloxane water repellent and chloride screen for concrete and masonry. Saltguard® protects horizontal and vertical surfaces from moisture intrusion and chemical attack of chloride salts, reducing rebar corrosion and surface spalling.

Technical Data

FORM: Clear liquid

SPECIFIC GRAVITY: 0.794

pH: not applicable

WEIGHT/GALLON.: 6.61 pounds ACTIVE CONTENT: 11 percent TOTAL SOLIDS: 9 percent

FLASH POINT: 127 degrees F (53 degrees C) ASTM D 3278

FREEZE POINT: no data

VOC CONTENT: greater than 600 g/Liter. Manufactured and marketed in compliance with USEPA AIM VOC regulations (40 CFR 59.403). Not suitable for sale in states and districts with more restrictive AIM VOC regulations.

Limitations

- Not suitable for application to synthetic resin paints, gypsum, plaster or other non masonry surfaces.
- May not be suitable for surfaces receiving paints or coatings. Always test.
- May cause slight darkening on some surfaces.
- May adhere to glass. Contact PROSOCO for removal recommendations.
- Not suitable for protecting surfaces subject to constant water spray.
- Will not compensate for structural or material defects.
- Not recommended for below-grade application.
- Not suitable for sale in states and districts with more restrictive AIM VOC regulations.

Specifier Note: Paragraphs below are for PART 3 EXECUTION, Installation.

Application

Before applying, read "Preparation" and "Safety Information" sections in the Manufacturer's Product Data Sheet for Saltguard[®]. Refer to the Product Data Sheet for additional information about application of Saltguard[®]. Do not dilute or alter.

07/13/2020 Bid 21-01 Page 57 of 66

Horizontal Application Instructions

- 1. Apply protective treatment in a single saturating application. Use enough to keep the surface wet for a few minutes before penetrating.
- 2. Broom out all puddles thoroughly until they penetrate the surface.

Vertical Application Instructions

- 1. Apply with low-pressure spray in a flooding application from the bottom up. Apply enough material for a rundown below the spray pattern.
- 2. Brush out heavy runs and drops thoroughly until material penetrates the surface.

Note: When using brushes or rollers, saturate the surface to the point of rejection.

Fluted architectural block:

Spray in an "overlapping X pattern" for complete coverage of recessed surfaces.

Porous Surfaces: Will require a "wet-on-wet" application. Let first application penetrate for 5 to 10 minutes and then reapply. Do not let any of the first application dry before making the second application. Less material will be required on the second application.

Note: Protect from rain and pedestrian traffic for 4-6 hours.

Note: Protect from vehicular traffic for 8-10 hours.

07/13/2020 Bid 21-01 Page 58 of 66



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PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Integrally colored concrete slabs-on-grade.
- B. Integrally colored concrete sidewalks.
- C. Integrally colored concrete driveways.
- D. Integrally colored concrete patios.
- E. Integrally colored concrete roads.
- F. Integrally colored concrete parking lots.
- G. Curing of integrally colored concrete.

1.2 RELATED SECTIONS

- A. Section 32 13 13 Concrete Paving.
- B. Section 03 30 00 Cast-in-Place Concrete.
- C. Section 03 37 13 Shotcrete.
- D. Section 03 35 23 Exposed Aggregate Concrete Finishing.
- E. Section 07 90 00 Joint Protection.

1.3 REFERENCES

- A. ACI 301 Specification for Structural Concrete for Buildings.
- B. ACI 302.IR Guide for Concrete Floor and Slab Construction.
- C. ACI 303.1 Standard Specification for Cast-In-Place Architectural Concrete.
- ACI 304 Recommended Practice for Measuring, Mixing, Transporting and Placing of Concrete.
- E. ACI 305R Recommended Practice for Hot Weather Concreting.
- F. ACI 306R Recommended Practice for Cold Weather Concreting.
- G. ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing

07/13/2020 Bid 21-01 Page 59 of 66

Concrete; American Concrete Institute.

- H. ASTM C 494 Standard Specification for Chemical Admixtures for Concrete.
- I. ASTM C 979 Standard Specification for Pigments for Integrally Colored Concrete.
- ASSHTO M194 Chemical Admixtures.
- K. NRMCA CIP 5 Plastic Shrinkage Cracking.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 30 00 Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product specified, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Design Mixes: For each type of integrally colored concrete.
- D. Samples for Concrete Color Selection: Manufacturer's color chart or sample chip set; indicating color additive number and dosage rate. Submittals are for general verification of color and may vary somewhat from concrete finished in field.
- E. Samples of Aggregate and Sand.
- F. Samples for Verification of Precast Concrete: _____ samples, 2 by 2 feet (610 by 610 mm) indicating concrete color range, texture, and uniformity.
- G. Samples of Form Facing Materials: Coordinate submittal with materials specified in Section

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer with 10-years experience in the production of specified products.
- B. Installer Qualifications: An installer with 5 years experience with work of similar scope and quality.
- C. Provide all materials from the same source.
- D. Comply with the requirements of ACI 301.
- E. Mock-Up: Provide a mock-up for evaluation of consistent color and visual appearance of colored concrete.
 - 1. Coordinate mock-up requirements with mock-ups specified in other sections; same mock-up may be used for more than one purpose.
 - 2. Construct at least one month before start of colored concrete work, using materials and methods to be used in actual work.
 - 3. Locate mock-ups on site in areas designated by Architect. Mock up shall be:
 - a. Full size.
 - b. 10 feet by 10 feet (3 m by 3 m).
 - c. 4 feet by 4 feet (1.2 m by 1.2 m).
 - d. .
 - 4. Retain samples of all materials used in each mock-up for comparison purposes.
 - 5. Mock-up may remain and be utilized in the work.

07/13/2020 Bid 21-01 Page 60 of 66

- 6. Remove mock-up when no longer required for comparison with finished work.
- F. Preconstruction Conference: Conduct a review of procedures required to produce specified results.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's instructions.
- B. Deliver to site or batch plant in original, unopened packaging. Store in dry conditions.

1.7 PROJECT CONDITIONS

- A. Environmental Requirements:
 - 1. Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
 - 2. Avoid placing concrete if rain, snow, or frost is forecast within 24-hours. Protect fresh concrete from moisture and freezing.
 - 3. Comply with practices described in ACI 305R and ACI 306R.
- B. Plant-Mixed Concrete: Schedule delivery of concrete to provide consistent mix times from batching until discharge. Maintain batch records for each batch.
- C. Concrete Paving: Schedule placement to minimize exposure to wind and hot sun before curing materials are applied.
- D. Formed Concrete: Schedule work to minimize differences in placements and curing conditions. Apply curing compound as soon as forms are stripped.
- E. Tilt-Up Concrete: Schedule work to minimize differences in time that panels remain on casting slab to minimize differences in curing conditions. Apply curing compound to panels as soon as they are put into place.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: L. M. Scofield Company, which is located at: 4155 Scofield Rd.; Douglasville, GA 30134; Toll Free Tel: 800-800-9900; Tel: 770-920-6000; Fax: 770-920-6066; Email:request info (info@scofield.com); Web:www.scofield.com
- B. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 Product Requirements.

2.2 CONCRETE MIX DESIGN

- A. Minimum Cement Content: 5 sacks per cubic yard of concrete.
- B. Slump of concrete shall be consistent throughout Project at 4 inches or less. At no time shall slump exceed 5 inches. If super plasticizers are allowed, slump shall not exceed 8-inches.
- C. Do not add calcium chloride to mix as it causes mottling and surface discoloration.
- D. Supplemental admixtures shall not be used unless approved by manufacturer.
- E. Do not add water to the mix in the field.
- F. Add colored admixture to the mix according to manufacturer's written instructions in premeasured bags, not by weight of cement content.

07/13/2020 Bid 21-01 Page 61 of 66

2.3 MATERIALS

- A. Colored Admixture for Integrally Colored Concrete: CHROMIX P Admixture and CHROMIX ML.
 - 1. Description: Colored, water-reducing admixture with lime proof and UV resistant coloring agents. Contains no calcium chloride.
 - 2. Conformance: ACI 303.1, ASTM C979, ASTM C494, and AASHTO M194.
- B. Antiquing Release Agent: Lithochrome Antiquing Release; Ready to use, dry-shake hardener for freshly placed concrete hardscapes or floors.
- C. LITHOTEX Pavecrafters imprinting tools

2.4 COLORS, FINISHES AND PATTERNS

- A. Concrete Colors:
 - 1. Cement: Color shall be:
 - a. Gray.
 - 2. Sand:
 - a. Locally available natural sand.
 - 3. Aggregate: Concrete producer's standard aggregate complying with specifications.
- B. Curing Compound: Color to match colored concrete.
- C. Texture: Uniform, slip resistant surface.
 - 1. Finish: Broomed.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Protect adjacent surfaces with plastic sheeting during color hardener.

3.3 CONCRETE FINISH

- A. Broomed: Pull broom across freshly floated or troweled concrete to produce required texture. Do not dampen brooms. Provide surface to match originally approved mockup. Texture shall be:
 - 1. Medium texture.
 - 2. Provide in straight lines perpendicular to main line of traffic.

3.4 CURING COMPOUND APPLICATION

A. Integrally Colored Concrete: Apply compound for integrally colored concrete according to manufacturer's instructions using manufacturer's recommended application techniques. Apply compound at consistent time for each pour to maintain close color consistency.

07/13/2020 Bid 21-01 Page 57 of 61

- B. Curing compound to be the same color as the colored concrete and supplied by same manufacturer of the colored admixture.
- C. Precautions must be taken in hot weather to prevent plastic cracking resulting from excessively rapid drying at surface as described in CIP 5Plastic Shrinkage Cracking published by the National Ready Mixed Concrete Association.
- D. Do not cover concrete with plastic sheeting.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

07/13/2020 Bid 21-01 Page 58 of 61

Appendix B

Site Plan, Details, Site Photographs

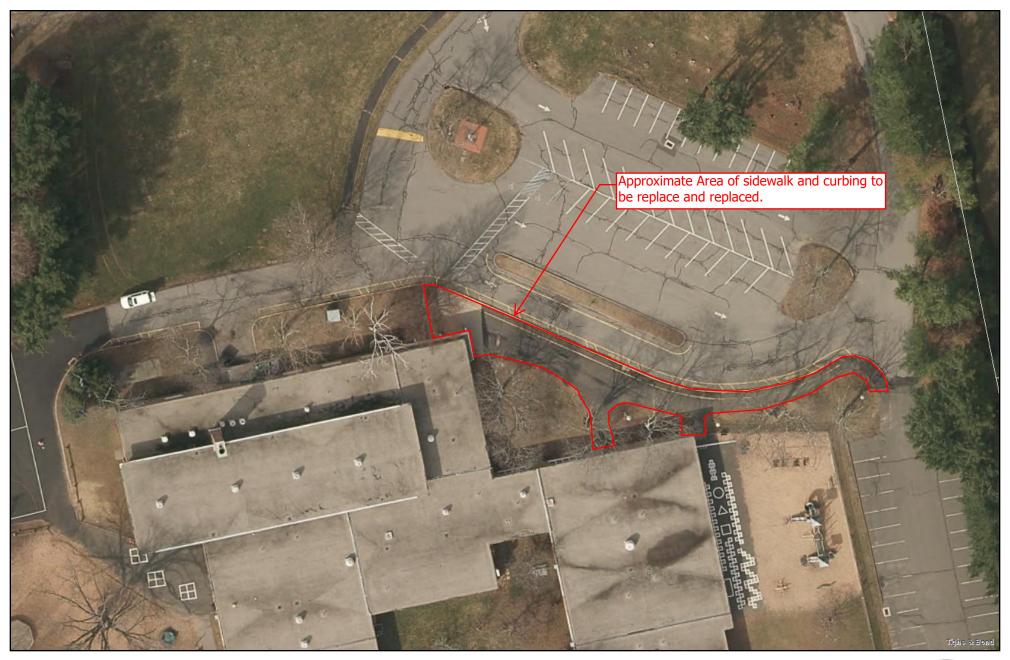
Note: Site photographs are provided only for illustrative purposes only and are not intended to relieve the bidder of his or her obligation to visit the site prior to submitting a bid.

07/13/2020 Bid 21-01 Page 59 of 61



Farmingville Elementary School, Front Entrance

07/13/2020 Bid 21-01 Page 60 of 61



The information depicted on this map is for planning purposes only. It is not adequate for legal boundary definition, regulatory interpretation, or parcel-level analyses.

07/13/2020

Farmingville Elementary School

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Scale: 1"=50'

Scale is approximate

