

# LEGAL NOTICE

## INVITATION to BID

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

**BID DUE DATE:** Thursday, November 5, 2020  
**BID DUE TIME:** 11:00 AM  
**BID ITEM:** Ridgefield Golf Course – Cart Path Installations  
**BID NUMBER:** 21-07

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**

The return bid must be emailed or faxed to the following contact below:

**TOWN OF RIDGEFIELD  
DIRECTOR OF PURCHASING  
BID NUMBER: 21-07  
400 MAIN STREET  
RIDGEFIELD, CT. 06877**

Bids must be received no later than the date and time stated above at the Purchasing Director's office via email or fax. **For further information**, please call **Jacob Muller** at (203) 431-2720 or E-Mail at [purchasing@ridgefieldct.org](mailto:purchasing@ridgefieldct.org), Fax Number (203) 431-2723.

**Bid Documents available at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing section under Departments**

**Results may be viewed at [www.ridgefieldct.org](http://www.ridgefieldct.org) in the Purchasing Section under Departments after the bid opening.**

# TOWN OF RIDGEFIELD CONNECTICUT

## BOARD OF SELECTMEN

### INSTRUCTIONS TO BIDDERS

1. Submit proposals via email with bid number listed in the subject line to clearly 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. 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.
5. 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 Town of Ridgefield as **Additional Insured**. Failure to do so will mean disqualification from the Bid. There will no exceptions.

6. **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 Ridgefield Road Construction Standards, or as set forth in these specifications.

7. **Emergency Work:** The Contractor shall file with the Engineer a telephone number of a person authorized by him who may be 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.
8. **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.
12. **Contractor's Qualification Statement:** 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.
13. **Hold Harmless Agreement:** In order for the bid to be considered valid, the Contractor **must** sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
14. **Prevailing Wage Rates:** This project **is not** subject to the State of Connecticut's prevailing wage rates.
15. **SBE/MBE and Contract Compliance Requirements:** This project **is not** subject to the State of Connecticut SBE/MBE set aside and contract compliance requirements. The Contractor is to refer to Appendix A, State of Connecticut SBE/MBE requirements.
16. **Time of Completion:** All work must be completed within **90 days** from receipt of the notice to proceed
17. **Bonds:** 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.
18. **Bid Bond:** A Bid Bond is not required.
19. **Project Location:** The project is located at the Ridgefield Golf Course property at 545 Ridgebury Road, Ridgefield, Connecticut.

20. Questions regarding bid procedures should be directed to Jacob Muller, Director of Purchasing at 203-431-2720. Technical questions should be submitted to Frank Sergiovanni, Golf Director (203) 748-7067.
21. **Site Visit:** All Bidders are **required** to complete a site visit and project tour to submit a valid bid, please contact to Frank Sergiovanni, Golf Director (203) 748-7067 for scheduling.
22. **Bid Submissions:** The following items shall be submitted for a bid to be considered complete:
- (a) Executed Hold Harmless Agreement
  - (b) Certificates of Insurance in conformance to Item 5 above
  - (c) Contractor's Qualification Statement
  - (d) Proposal Sheets P-1 through P-5

## **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: Frank Sergiovanni, Golf Director, or his specifically designated Agent.

**CONTRACTOR:**

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.

**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, if 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

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.

**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.



**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. (OMITTED)****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.

**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 default 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 be 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,

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. If 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.

## 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 all 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 contractor's 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 Additional Insured**  
This **MUST** be stated explicitly on the Certificate or you will be **disqualified**
2. **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.**

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 do so will result in work stoppage and possible contract cancellation.

Purchasing Department  
Town of Ridgefield, 400 Main Street, Ridgefield, CT 06877  
203-431-2720 & [purchasing@ridgefieldct.org](mailto:purchasing@ridgefieldct.org)

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**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 WHEREOF, the parties hereto have set their hand and seal this on the \_\_\_\_\_ day of \_\_\_\_\_

Signed, Sealed and Delivered in the  
Presence of:

Signed:

\_\_\_\_\_  
Notary 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 Title: \_\_\_\_\_

Street: \_\_\_\_\_ Bid No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**PROPOSAL**

Proposal of: \_\_\_\_\_  
to furnish and deliver all materials and to do and perform all works in accordance with the Contract Documents for **Ridgefield Golf Course Cart Path Improvements**, the plans and specifications prepared by Jacob Muller, Director of Facilities and Frank Sergiovanni Golf Director, 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:



**Estimated Quantities**

<b><u>Item</u></b>	<b><u>Estimated Quantity</u></b>	<b><u>Computed Total</u></b>
<b><u>Item 1A: Bit. Conc. Pavement 2" Overlay 6-foot wide (Class 2)</u></b>		
the unit price of:		
_____dollars		
and _____cents		
(\$_____ ) per SF	12,900 SF	\$_____
<b><u>Item 1B: Bit. Conc. Pavement 2" Overlay 8-foot wide (Class 2)</u></b>		
the unit price of:		
_____dollars		
and _____cents		
(\$_____ ) per SF	45,500 SF	\$_____
<b><u>Item 1C: Bit. Conc. Pavement 2" New Cart Path 6-foot wide (Class 2)</u></b>		
the unit price of:		
_____dollars		
and _____cents		
(\$_____ ) per SF	800 SF	\$_____
<b><u>Item 1D: Bit. Conc. Pavement 2" New Cart Path 8-foot wide (Class 2)</u></b>		
the unit price of:		
_____dollars		
and _____cents		

(\$ \_\_\_\_\_ ) per SF      5600 SF      \$ \_\_\_\_\_

**Item 2A: Excavation and Grading of New Cart Paths**

the unit price of:

\_\_\_\_\_ dollars

and \_\_\_\_\_ cents

(\$ \_\_\_\_\_ ) per SF      6,500 SF      \$ \_\_\_\_\_

**Item 2A: Fine Grading of Existing Cart Paths**

the unit price of:

\_\_\_\_\_ dollars

and \_\_\_\_\_ cents

(\$ \_\_\_\_\_ ) per SF      20,000 SF      \$ \_\_\_\_\_

**Item 3: Bit. Conc. Pavement Curbing 6-Inch**

the unit price of:

\_\_\_\_\_ dollars

and \_\_\_\_\_ cents

(\$ \_\_\_\_\_ ) per LF      400 LF      \$ \_\_\_\_\_

**Item 4: Lawn Restoration**

the unit price of:

\_\_\_\_\_ dollars

and \_\_\_\_\_ cents

(\$ \_\_\_\_\_ ) SY      5,000 SY      \$ \_\_\_\_\_

**Grand Total, Items 1A through Item 3 Inclusive**

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

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.

**The Undersigned Also Agrees as Follows:**

**First:** 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".

**Second:** 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: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

**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. INCURRING COSTS**

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.

**5. CONSIDERATION OF PRIOR SERVICE**

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

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.

## **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



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 Golf Director  
545 Ridgebury Road  
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

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. SALES TAX**

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.

- 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. INSURANCE**

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.

**SECTION 02513 – BITUMINOUS CONCRETE PAVEMENT AND CURBING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

**1.2 WORK INCLUDED**

A. The work includes all labor, material, equipment and incidentals required to construct bituminous concrete paving and curbing, complete in place as shown on the Drawings and as specified.

**1.3 RELATED WORK**

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

GRADING

SECTION 02212

PAVEMENT MARKINGS AND SIGNS

SECTION 02577

**1.4 SUBMITTALS AND CODES**

A. Certifications and/or manufacturer's product data of materials listed in part 2.

B. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

**1.5 QUALITY ASSURANCE**

A. Qualifications of Workmen: Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of work described for this Section, and who shall be present at all times during progress of the work of this Section and shall direct all work performed under this Section.

B. For actual finishing of bituminous concrete and curbing and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required.

**1.6 JOB CONDITIONS**

A. Apply prime and tack coats when ambient temperature is above 50 degrees F and when temperature has not been below 35 degrees F for 12 hours immediately prior to application.

B. Construct bituminous concrete courses when atmospheric temperature is above 40 degrees F and when base course is dry and frost free. Base and sub-base courses may be placed when air temperature is above 30 degrees F.

C. Grade control: establish and maintain required lines and elevations.

**PART 2 - PRODUCTS****2.1 MATERIALS - Specifications unless specified on the plans.**

**SECTION 02212 – GRADING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

A. Attention is directed to the Contract, General Conditions, Modifications, and all Sections within Division 1, General Requirements, which are hereby made a part of this Specification Section.

**1.2 WORK INCLUDED**

A. The work includes all labor, material, equipment and incidentals necessary to accomplish the excavating, filling and grading required to attain the rough and final grades for the project as shown on the Drawings or as approved by the Engineer. This work may include but is not necessarily limited to attaining subgrade for roadways, parking areas, buildings and all other areas within the contract limits.

**1.3 RELATED WORK**

A. Examine Contract Documents for requirements that affect work of this Section. Other Specification Sections that directly relate to work of this Section include, but are not limited to:

CLEARING, GRUBBING AND STRIPPING	SECTION 02130
ROCK AND BOULDER REMOVAL	SECTION 02211
TRENCHING, BACKFILLING AND COMPACTING	SECTION 02221

**1.4 SUBMITTALS AND CODES**

A. Wherever reference is made to the D.O.T. Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (2004), as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

B. Material:

Representative samples of all materials, which require approval of the Engineer, shall be submitted five (5) days prior to the date of anticipated use.

C. Drainage work:

All surface water encountered on the site shall be accommodated by satisfactory drainage. Where the Contract Documents do not specifically provide for a drainage problem encountered during the progress of work, the method and details for providing for such drainage shall be submitted to the Engineer for approval prior to beginning this work.

**PART 2 - PRODUCTS****2.1 MATERIALS**

All fill materials shall be as specified or as indicated on the Drawings. They shall be unfrozen and free of organic material, trash, ice or other objectionable material. The Contractor shall remove excess or unsuitable material from the job site.

Unsuitable soils material shall mean unstable or poor-quality soils such as peat, muck, highly organic material, fill with debris, unconsolidated fill, soft fine-grained soil or as otherwise determined by the engineer.

Common fill material shall be of the composition and gradation specified under Section 02221, Trenching, Excavation and Backfill.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL**

A. Familiarization:

Become thoroughly familiar with the site, the site conditions and all portions of the work falling within this Section before beginning the work.

B. Preparation:

Confirm the finish elevations and lines are adequately set and staked out prior to doing any grading.

Ascertain that all areas of the site where the Drawings indicate that existing physical features will be changed have been cleared, grubbed and stripped in accordance with Section 02130-Clearing, Grubbing and Stripping; and are ready for grading.

#### **3.2 GRADING**

1. Grading areas to be paved or loamed and seeded:

A. Perform all rough grading required to attain the elevations indicated on the Drawings or as required.

B. Excavate to grades shown on the Drawings or as required to accommodate the installation of the plant site landscaping and amenities. Backfill and compact all over excavated areas at no additional cost to the Owner.

C. Remove all material, including rocks and boulders to a point at least 4 inches below the finished grade of landscaped areas to be loamed and seeded.

D. Remove all ruts, hummocks and other uneven surfaces by surface grading prior to placement of fill. Do not place, spread or compact any fill material during unfavorable weather conditions and do not conduct further fill operations until compaction tests indicate acceptable results in previous layers. Do not use frozen materials or place a successive layer of fill on frozen materials. Use only approved fill material, free of stumps, trees, trash or other unsuitable material.

E. Spread in approved fill material in uniform layers not exceeding 10 inches thickness per layer and compact with heavy machinery as required. Begin the fill layers at the deepest part of the fill. Fill should extend to the point where a relatively uniform layer of topsoil or loam not less than 4 inches deep will produce final grade.

2. Grading areas to be surfaced:

A. Perform all rough grading, including excavation, formation of embankments, shaping, sloping, compaction, construction of ditches, disposal of surplus or unsuitable material, and any work necessary to prepare the subgrades of all roadways, walk, and parking areas. Grading shall be brought to the bottom of the base course under paved or surfaced areas and to within a minimum of 4 inches of finished grade under side slopes and/or embankment areas to receive loam along roadways, walks or parking areas.

B. Accomplish all excavation and fill within the slope and grade lines as indicated on the Drawings unless otherwise authorized in writing by the Engineer. The roadway shall be graded to full cross section width at subgrade before placing any type of subbase except that partial width construction is permissible where necessary for the maintenance of traffic.

C. Do not use frozen material in the construction of embankments and do not place embankments of successive

layers of embankment upon frozen material. Placement of material shall stop when the sustained air temperature, below 32 degrees Fahrenheit, prohibits the obtaining of the required compaction. If the material is otherwise acceptable, it shall be stockpiled and reserved for future use when its condition is acceptable to the Engineer for use in embankments.

- D. Place all material being placed in embankments in horizontal layers of uniform thickness across the full width of embankment except when it is impractical to construct full width of the embankment and partial width layers are authorized by the Engineer.
- E. Do not allow or place stumps, trees, rubbish or other unsuitable material in embankments. Begin layers of embankment at the deepest part of the fill.
- F. Areas of soft, yielding or otherwise unsuitable material that will not meet compaction requirements shall be removed, replaced with suitable material and properly compacted. In any building area where unsuitable fill is found the Structural / Geotechnical Engineer of Record shall be contacted and shall determine what action is required.
- G. Place embankments for surfaced areas in horizontal layers of depths that will result in layers of compacted material not exceeding 6 inches. Compact each layer as specified before placing each new layer. Use effective spreading equipment on each layer to obtain uniform thickness prior to compacting. Each layer shall be kept crowned to shed water to the outside edges of embankment and continuous leveling and manipulating will be required to assure uniform density. Construction equipment shall be routed uniformly over the entire surface of each layer.
- H. If during the construction of the embankments, there is any indication that serious bulging, cracking, or unstable movement may occur, the placing of fill shall be stopped or retarded to allow the material to stabilize.
- I. All ditches and drains shall be constructed so they will effectively drain the roadway or parking lot before any subbase or surface course material is placed. In handling materials, tools and equipment, the Contractor shall protect the subgrade from damage. In no case shall vehicles be allowed to travel in a single track and form ruts. If ruts are formed, the subgrade shall be reshaped and compacted and any pockets of clay, sand, or soft material that may have been left in the subgrade shall be removed, replaced with approved material, and properly compacted at the Contractor's expense. The subgrade shall be kept in such condition that it will drain. Subbase, base or surface material shall not be deposited on the subgrade until the subgrade has been checked and approved by the Engineer. After the subgrade has been approved, hauling shall not be done nor equipment moved over the subgrade which will distort the cross section.

### 3.3 COMPACTION

- 1. Compaction under surfaced areas:
  - A. The entire area of each layer shall be uniformly compacted to at least the required minimum density by use of compaction equipment consisting of rollers, compactors, or a combination thereof. Compact subgrades by proof rolling which will consist of a minimum 8 passes over the subgrade with a vibratory roller having a minimum operating weight of 10 tons. Earth-moving and other equipment not specifically manufactured for compaction purposes will not be considered as compaction equipment. Each layer for its full width shall be compacted to not less than 95 percent of the maximum dry density as determined by the Standard Methods of Test for Moisture-Density Relations of Soils, ASTM-D698, Method C, except that the material in the top two feet of any embankment, immediately below the subgrade shall be compacted to not less than 95% of the maximum dry density. The field density determination will be made in accordance with the Standard Method of Test for Density of Soil In-Place by either the Sand-Cone Method, ASTM D1556, the Rubber-Balloon Method, ASTM D2167, or Nuclear Densometer.
  - B. In no case shall the moisture content in each layer under construction vary more than 3 percent from the optimum moisture content.

- C. When the moisture content of the material in the layer under construction is less than the amount necessary to obtain satisfactory compaction by mechanical compaction methods, water shall be added. Water may also be added in excavation or borrow pits.
  - D. In areas inaccessible to power rolling, the embankment material shall be placed in uniform horizontal layers of not more than 4 inches in depth and compacted by means of approved mechanical tampers to the density requirements herein specified.
2.       Compaction under loamed and seeded areas:
- A. In areas to be loamed and seeded, except for roadway embankments and slopes, a minimum 92% compaction shall be accomplished by heavy machinery or mechanical tamps.

**END OF SECTION 02212**



- A. Sub-Base: 3" Minus Controlled Fill conforming to the requirements of Section M.02.06, Grading B of the DOT Specifications.
- B. Base: Processed Aggregate Base conforming to the requirements of Section M.05.01-1, 2, &3 of the DOT Specifications.
- C. Gravel Surfaces: Processed Gravel conforming to the requirements of Section M.02.06, Grading C of the DOT Specifications.
- D. Pavement Materials: Bituminous concrete mixtures conforming to the requirements of Section M.04 of the DOT Specifications.
- E. In Section M.04, reference is made to the Chief, Materials Testing Section, to the Materials Testing Section, and to the Laboratory; none of which will be involved in this work. The Contractor shall do the work of the Chief, the Section, and the Laboratory; or arrange for the producer of the bituminous concrete to do this work. Make the determinations, verifications, rejections, approvals, tests, and inspections as specified by Section M.04 and as necessary to produce satisfactory bituminous mixtures.

### **PART 3 - EXECUTION**

#### **3.1 INSPECTION**

A. Examine the areas and conditions under which work of this Section will be installed. Correct conditions detrimental to proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

#### **3.2 FINAL PREPARATION OF SUBGRADE**

A. After preparation of subgrade as shown in these plans, thoroughly scarify and sprinkle the entire area to be paved, and then compact by rolling to a smooth, hard, even surface of 95 percent compaction to receive sub-base. Finish to the required grades, with due allowance for the thickness of base and bituminous concrete courses to be placed thereon.

B. Equipment: Compact by rolling with an accepted power roller having minimum compression of 300 pounds per inch of tread width on the rear wheel and weighing not less than 7 tons, except that equivalent vibratory roller or compactor may be used when specifically accepted by the Engineer.

#### **3.3 CONSTRUCTION OF SUBBASE AND BASE COURSE**

A. Construct processed aggregate base in accordance with the requirements of Article 3.04.03 of the DOT Specifications. This will include placing, compacting, wetting, and brooming of one course of the processed aggregate base material.

B. Make final compacted depth of processed aggregate base as shown on the Drawings with tolerances as specified under Article 3.04.04 of the DOT Specifications.

#### **3.4 CONSTRUCTION OF BITUMINOUS CONCRETE PAVEMENT AND CURBING**

A. Construct pavement in courses as called for on the Drawings. Use a class of bituminous concrete for each course as indicated on the Drawings. Thickness of each course: As shown on the Drawings.

Construct the bituminous concrete pavement in accordance with Article 4.06.03 and Article 8.15.03 for curbing of the DOT Specifications.

C Article 4.06.03-1 Samples: Samples will not be taken by Materials Testing Section. Arrange for the producing plant to take its own samples to ascertain that mixtures are proper. Provide certifications. The Contractor will have the ultimate responsibility. Owner reserves rights to conduct referee testing, as he in his sole opinion deems appropriate.

D. Article 4.06.03-2 Mixing Plant Inspection: Inspections, verifications, determinations, and approvals at the mixing plants will not be made by the Chief, Materials Testing Section. The Contractor will be responsible for mixtures and shall take whatever steps are required to ensure production of satisfactory mixtures. He shall certify that mixtures do meet specifications. Weights of completed mixtures will not be required.

E. Article 4.06.03-3 Mixing Plant Inspection - Field Laboratory: Delete in its entirety.

F. Article 4.06.03-3: In the fourth paragraph on Sheet 6, delete "Chief, Materials Testing Section" and substitute "Contractor."

G. Article 4.06.03-5: Delete "Chief, Materials Testing Section" wherever it appears and substitute "Contractor."

H. Certifications: Furnish certified test reports, material certificates, and certificates of compliance in accordance with the requirements of Article 1.06.07 of the DOT Specifications.

### 3.5 CONSTRUCTION OF GRAVEL SURFACES

A. Examine the subgrade and the conditions under which the gravel surfaces are to be installed. Do not install gravel surfaces until any unsatisfactory conditions have been corrected.

B. Subgrade preparation and Processed Aggregate Base: grade subgrade and base to required elevations and firmly compact.

C. Gravel Surface: Place processed gravel and compact by rolling with a 600-pound roller.

### 3.6 PROTECTION

A. Protect from traffic during all operations.

### 3.7 FINISH TOLERANCES

A. Finish surfaces to the following tolerances.

B. Processed Aggregate Base: Plus 0.00 feet to minus 0.05 feet from line grade shown on the Drawings.

C. Bituminous Concrete Surface Course: Plus or minus 0.05 feet at any point from line and grade shown on the Drawings.

D. Painting: Apply the marking paint in strict accordance with the manufacturer's published recommendations, using all means necessary to protect the painted surfaces until dry. Width: 4 inches unless otherwise indicated on the Drawings.

**END OF SECTION 02513**

**Appendix A**  
**Ridgefield Golf Course**  
**Hole Listing with Approximate Values of Cart Path Repairs and Installations**

HOLE #	New 6'	New 8'	Overlay 6'	Overlay 8'	Curb	Notes
1						
2		700				Town to Supply Process Aggregate
3				490		
4				460		
5			595			
6				950		
7			775			
8			110			
9				350		
10						
11	125		460			Town to Supply Process Aggregate
12						
13				810		
14			195	760		
15				310	400	
16				550		
17				700		
18				265		
Total	125	700	2135	5645	400	

Note: All quantities of cart part length are in LF