



# The City of **WORCESTER**

DEPARTMENT OF PUBLIC WORKS & PARKS

Parks, Recreation & Cemetery Division - Capital Projects

## **REQUEST FOR BIDS**

### **South Worcester Improvements Phase 3**

**May 24, 2023**

### **PROJECT SPECIAL CONDITIONS & SPECIFICATIONS**

Jay J. Fink, P.E., Commissioner

Robert C. Antonelli, Jr., Assistant Commissioner



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## PROJECT SPECIAL CONDITIONS

### **ARTICLE 1 PROJECT SITE**

- a. All work of this contract is located within the confines and adjacent Right- of-Way of 380 Cambridge St., owned and maintained by the City of Worcester DPW and Parks.

### **ARTICLE 2 SUMMARY OF WORK**

- a. The work to be completed under this contract involves the furnishing of all labor, materials and equipment for the following items of work and all incidentals thereto. All work shall be performed in full accordance with the specifications, other contract documents, obviously implied and necessary or under the direction of the Owner.
- b. The plans and specifications are intended to be cooperative, and any item called for in one and not the other shall be as binding as if called for in both. During the bidding period discrepancies should be immediately brought to the attention of the Owner for clarification. If a discrepancy is discovered within the plans and the specifications after the Bid period, **the Owner will determine which shall apply.**
- c. When Applicable, The City of Worcester DPW and Parks, will specify Project Standard appurtenances/amenities such as, but not limited to, park benches, trash receptacles, irrigation controllers, pedestrian, parking and sports field lighting, etc. in the facilities within their jurisdiction that are currently installed at this or other facilities. By standardizing, it provides the Division with a consistent product which through familiarity reduces operator training and maintenance time. Standardization also provides opportunities for maintenance cost saving through interchangeable parts such as but not inclusive to luminaries, ballast, poles, compatibility with current Division maintenance equipment etc.
- d. Quality Control: In order to ensure the highest level of quality with respect to the playing surface of this greatly utilized public athletic facility, the General Contractor / Awardee shall have a minimum of five (5) years of successful experience.
  1. as the Prime Contractor constructing (provide verifiable references upon request)
  2. ability to demonstrate constructing (provide verifiable references upon request)
  3. coordinating and supervising (provide verifiable references upon request)

**Park and Playground Improvements** of similar size and quality of this Project as per the standards of the Project specifications and construction drawings.

### **ARTICLE 3 WORK WITHIN A PUBLIC PROPERTY**

- a. As a point of information, all the work to be undertaken is located within the confines of an unsecured public property, and as such is subject to acts of vandalism. The City of Worcester is not liable for any damage to the Contractor's equipment or materials. The Contractor shall take all means and measures necessary to protect the public, work in progress, work completed, and all furnishings, materials and equipment stored at the site through the completion of the Project. The repair or replacement of work in place or in progress shall be the sole responsibility of the Contractor and shall be accomplished at no cost to the Owner.

### **ARTICLE 4 SITE INSPECTION**

- a. It shall be contingent upon the Contractor to inspect the site as an aid to determining the extent of the work under the various contract items before submission of the Bid.

**ARTICLE 5      PRE-CONSTRUCTION MEETINGS**

- a. A mandatory pre-construction meeting will be arranged by the Owner's representative after the award of the Contract. Sub-consultants may be asked to attend the pre-construction meeting if determined by the Owner's Representative to be warranted.

**ARTICLE 6      SITE ACCESS**

- a. Prospective bidders are advised that access to the Project sites shall be in accordance with the governing traffic patterns with specific locations into the site, to be verified in the field after award of the contract.
- b. Regardless of the eventual location of the construction access and limits of work, the Contractor shall make every provision to ensure the access and safety of the public using the balance of any of the existing amenities on the property.

**ARTICLE 7      OWNER'S TAX EXEMPTION**

- a. The Awarding Authority, as a department of a corporate municipality in the Commonwealth is exempt from the taxes listed below. Contractor shall notify all suppliers of the following current certificates.
  - 1. Federal Excise Taxes as applied to articles taxable under Chapter 32 of the Internal Revenue Code of 1954, as amended, City Excise Tax Exemption Certificate is not required.
  - 2. From Sales and Use Tax imposed by the Commonwealth of Massachusetts under Chapter 14, Acts of 1966, the City has been assigned and exemption certificate with respect to leases, rentals, or purchases of "Tangible Personal Property". The Owner at the Contractor's request will furnish the tax-exempt certification number.

**ARTICLE 8      TIME FOR COMPLETION & SEQUENCE OF WORK**

- a. Except as the work may be interrupted by weather conditions as hereinafter specified, the Contractor shall prosecute the Work with the diligence necessary to ensure its completion within the required time. The Contractor shall provide sufficient labor, materials, and equipment, and shall promptly take such appropriate action to keep the Work on schedule or as directed by the Owner. No additional time shall be provided for Change Orders.
- b. The Parks, Recreation and Cemetery Division shall be solely responsible for determining when the work shall be interrupted due to unsatisfactory weather conditions. Determination of the period to be included in the Time for Completion shall cease when the City directs that the work stops due to weather and shall commence again on the first working day thereafter that the City may designate for the work to be resumed.
- c. The Contractor must completely understand that once the Contractor mobilizes and begins work, the Contractor shall be on-site, every day during the normal work week, and must work continuously until substantial completion of the Project. The Parks, Recreation, and Cemetery Division will not allow any time gaps of any length of time during the construction due to the Contractor's scheduling of other work not related to this specific Contract.
- d. It should be further understood that this Project will not be a "fill-in" for the Contractor and that the Contractor does not have the ability to start and stop construction at the Contractor's option. Any unauthorized time gaps will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.



- e. The Contractor shall carry on the Work and adhere to the schedule during all disputes and disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Contractor shall exercise reasonable precautions, efforts and measures to avoid or mitigate situations that would cause delays.
- f. Punch list shall be completed within 28 days from date of issue.
- g. The Contractor is advised that the **required calendar days** regarding Time for Completion and Punchlist, shall be consecutive.

#### **ARTICLE 9 LIQUIDATED DAMAGES**

- a. Prospective Bidders are advised that liquidated damages shall be in effect for this Project. The Contractor shall be liable for and compensate the Owner.
  - 1. the sum of Five Hundred and Dollars (\$500.00) as fixed and agreed, as liquidated damages for each calendar day of delay from the date stipulated for completion, or as modified in accordance with the provisions of the Contract
  - 2. If Applicable, State and Federal Grant Funding losses.
  - 3. and/or actual costs incurred by the Owner for additional Construction Administration/Management (City Staff, Consultants, etc.) salaries/compensation from the date stipulated for completion, or as modified in accordance with the provisions of the Contract and notification to The Sureties.

#### **ARTICLE 10 CONSTRUCTION SCHEDULES & PAYMENT ESTIMATES**

- a. The Contractor must submit a construction schedule to the Owner indicating the general sequence of all work under this Contract. This schedule must be submitted within 7 calendar days of the date of the Notice-to-Proceed and shall be revised if required to the satisfaction of the Owner.
- b. The Contractor shall submit a breakdown and monthly cost estimate (schedule of values) for all items of work, including separate categories, phases, grant funded or reasonable requests by the Owner.
- c. The established breakdown of items, categories and values shall be utilized to prepare the monthly pay requisition forms. It is recommended that the Contractor submit a draft Payment Applications to the Owner for approval, no later than the second week of every month. The Owner shall review and edit this copy to indicate the amount of payment to be approved and return this to the Contractor after field review.
- d. Revised/updated; monthly payment estimates, construction schedule, As Builts and proof of up to date daily construction reports shall be submitted with monthly Payment Applications. The Contractor shall then formally submit three (3) originals of the Payment Applications, conforming to the Owner's approval, for payment.

#### **ARTICLE 11 CONSTRUCTION REPORTS & WEEKLY PROGRESS MEETINGS**

- a. The Contractor and Sub-Contractors shall attend a regular weekly meeting with the Owner at the Parks, Recreation and Cemetery Division Headquarters, 50 Officer Manny Familia Way, Worcester, MA, at a pre-determined time set by the Owner. The Contractor must be present for these meetings during the Contract and reserves no right to cancel the meeting.
- b. The Contractor will be required to take minutes for the weekly scheduled meetings. The Contractor will have three (3) business days from the date of the meeting to submit to the Owner the minutes of the meeting on the Parks, Recreation and Cemetery Division form. The form will be supplied to the respective Contractor when the Notice to Proceed has been issued.

- c. The Contractor will be required to maintain daily construction reports (DCRs) (format and information required to be provided and/or approved by Owner). PDF of the DCRs shall be submitted weekly for Owner review and files.
- d. The Owner may desire other meetings from time to time, and the Contractor shall attend these, and such Sub-Contractors as are directed to attend. All the above-mentioned conditions should apply.

#### **ARTICLE 12 HOURS OF OPERATION**

- a. Unless otherwise approved by the Owner, hours of operation shall be 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding City observed holiday(s).

#### **ARTICLE 13 CONTRACT DOCUMENTS**

- a. The Owner will furnish the Contractor, without charge, four (4) complete copies of the Contract Documents. Additional copies requested by the Contractor will be furnished at cost.

#### **ARTICLE 14 STORAGE, USE OF MATERIALS & EQUIPMENT/MACHINERY**

- a. Bidders are advised that the storage of equipment within the confines of the Project limit shall be at the Contractor's own risk. No material or equipment shall be stored outside the limits of work as defined in the contract documents, designated and agreed to by the Owner.
- b. The Contractor shall not use as any part of his operation any skid steered, track driven, or heavy machinery/equipment on adjacent roadways.

#### **ARTICLE 15 DELIVERY, INSPECTION & ACCEPTANCE OF NEW AMENITIES**

- a. General Contractor shall provide product manufacturer and Owner, 72 hours advance notice of any onsite scheduled deliveries of Amenities for Inspection and Acceptance.
- b. Any damages noted by any of the parties present at time of inspection shall be corrected in one of the three options below, as determined by the Owner, with no delays or extensions to the Project Schedule.
  - 1. Repair to the **FIT & FINISH** of the manufacturer's/factory Specification prior to installation.
  - 2. Replace with new product from manufacturer/factory.
  - 3. Install damaged product and field repair to the Owner's satisfaction and provide new identical replacement part as spare.
  - 4. This Article shall also apply to amenities stored offsite and damages discovered while under the Responsibilities of the General Contractor, until the Acceptance of Work.

#### **ARTICLE 16 CARE AND RESPONSIBILITIES OF CONTRACTOR**

- a. Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, protection, temporary construction of every nature, charges, levies, fees or other expenses, permits and back charges and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract completed in every respect within the specified time.
- b. Unless otherwise specified herein all materials, workmanship, methods, and practices shall conform to the current Standards and Ordinances of the appropriate Departments and/or Commissions of the City. The following documents are available online at <http://www.ci.worcester.ma.us/dpw/> , a hard copy or CD will be furnished to the Contractor upon request.
  - i. The City of Worcester DPW and Parks, Engineering Division, Construction Management Section, Standard Specifications and Details - March 2007 or current edition.





- ii. Permit Manual – Revised 2004 or current edition.
- c. The Contractor shall be responsible for detailed layout. All stakeout and grade control shall be performed by a third-party MA registered Land Surveyor, approved by the Owner, for this purpose. The Owner has the option to verify and approve the layout and locations of improvements prior to excavation or installation.
- d. Grade control shall be verified by the Contractor for compliance with federal, state and or local accessibility requirements. During the construction sequence (such as: installation of subbase, bituminous binder and/or top, concrete flatwork etc.), the Contractor shall be required to verify grades, by approved methods, with the Owner present and prior to placement of finished grade for sidewalks, pathways, plazas, ramps, parking spaces, associated appurtenances, etc., that are required to meet accessibility and the Project Documents.
- e. The Contractor shall verify dimensions and utility locations shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings, or between the Drawings and actual field conditions, or between the Drawings and the specifications he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the precaution. Such information shall be marked on copies of the "As Built" drawings and the original "As Built" drawings are to be reviewed at weekly job meetings.
- f. The Contractor shall provide final As Built Survey Drawings to the Owner. See "Record Drawings – As Built" of this Section. Punch list items shall be completed within twenty-eight (28) consecutive calendar days from date of issue, unless agreed upon otherwise by both parties. Owner has the right to complete punch list items not completed in within this timeline and deduct cost from the Contract.
- g. The Contractor shall maintain a full-time onsite superintendent, whether the construction forces are employed by his construction company or employed by a Sub-Contractor.
- h. As soon as the Contract is executed, the Contractor shall order materials, submit construction schedules as herein after specified and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.
- i. It is the Contractor's responsibility to make his own investigation and related assumptions, to satisfy her/him as to subsurface conditions and to ensure that these are reflected in the bid.
- j. In order to verify locations of utilities and varying field conditions, exploratory excavations may be necessary, the cost of which is to be included in the contract bid price.
- k. The Contractor's attention is called to the necessity of obtaining permits and coordination with, especially those required by various departments of the City and all external utility companies. These permit fees will **not be waived** by the City and must be paid in full by the Contractor.
- l. The Contractor shall furnish and maintain all temporary fences, barriers, enclosures, lights and warning devices necessary to protect his/her work area and to protect the public and his work forces throughout the life of this Contract.

## **ARTICLE 17      EMERGENCY CONTACT INFORMATION**

- a. The Contractor will be required to submit within seven (7) business days after the Notice to Proceed a list of all people that will be involved with the completion of this Project including all principal(s), president(s), superintendent, and Project manager of the company. The list shall contain the following information, including but not limited to name, title, address, voice mail number, cell/contact phone number, fax number and email address.



**ARTICLE 18     ON SITE SUPERINTENDENT & PROJECT MANAGER**

- a. The Contractor must, always, maintain an on-site Superintendent during the construction and administration of this Contract. The superintendent must be completely familiar with all aspects of the Project and capable of following the construction through from start to finish. The Contractor does not have the right to switch, replace, change or otherwise remove the superintendent assigned to this Project unless specifically authorized in writing by the Owner. The on-site superintendent must be present a minimum of seven (7) hours per day during construction. If the on-site superintendent fails to meet the above-mentioned requirements, the Contractor will be subject to a flat fee of \$500.00 per day. The Owner reserves the right to deduct said fee from the Contractor's periodic application for payment and the Contract Sum.

The Contractor must assign a Project Manager to this Contract that is completely familiar with all aspects of the work, available and capable of completing the Project. The Contractor does not have the right to switch, replace, change or otherwise remove the on-site Superintendent and/or Project Manager assigned to this Project unless specifically authorized in writing by the Owner. It should be further understood that the Owner would discuss all matters regarding the administration of this Contract with only one (1) Project Manager, regardless of how many the Contractor assigns to the Project.

All correspondence, emails, voice mail, faxes, etc. will be handled through the designated Project Manager only. The Parks, Recreation and Cemetery Division reserves the right, in conjunction with the Contractor, to remove the Contractor's assigned on-site Superintendent and/or Project Manager if the City feels it is the best interest to do. Upon written notification, the Contractor must assign a new Project Manager within three (3) business days.

**ARTICLE 19     PROVISIONS FOR TRAFFIC/POLICE DETAIL (As Applicable)**

- a. The Contractor shall not close or obstruct any portion of the **RIGHT-OF-WAY** without obtaining the necessary permission from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's work, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner including the provision of police details required to complete the work.
- b. The Contractor at his/her expense shall maintain public roads and sidewalks passable and accessible, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the activities of park users will be held to a minimum.
- c. The Contractor shall cooperate in every way possible with the municipal authorities in accommodating park activities and events.

**ARTICLE 20     COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing and must be presented in person or by mail to the Owner, or alternate methods (s) agreed upon by both parties.
- b. Any notice to or demand upon the Contractor shall be considered sufficiently given if delivered at the office or field office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the **Owner** shall, unless otherwise specified in writing to the Contractor, be delivered to:

Robert C. Antonelli, Jr., Assistant Commissioner  
Department of Public Works and Parks  
50 Officer Manny Familia Way, Worcester, MA 01605

and any notice to or demand upon the Owner shall be sufficiently given is so delivered, or if deposited in the



United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.

- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt.

#### **ARTICLE 21 PARTIAL USE OF SITE IMPROVEMENTS**

- a. The Owner, at its election, may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the Technical Specifications and if, in its opinion, each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:
  - 1. The use of such sections of the improvements shall in no way impede the completion of the remainder of the work by the Contractor.
  - 2. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
  - 3. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or due to poor workmanship.
  - 4. The period of guarantee stipulated in the specifications shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

#### **ARTICLE 22 SAMPLING, TESTING, INSPECTION OF WORK & MATERIALS**

- a. Sampling, testing and inspections ordered or required by the Owner to ensure that work and materials are as specified, and that compaction of all materials conforms to the necessary requirements shall be taken and completed by the Owner or representatives of a Massachusetts certified testing laboratory satisfactory to the Owner and shall be paid for by the Owner unless described/required in the Technical Specifications. Contractor shall provide the Owner at least 72 hours advance notice of work to coordinate the intent of this Article and shall apply automatically with all work below finished grade unless directed otherwise by the Owner.

#### **ARTICLE 23 TEMPORARY FACILITIES**

- a. Furnish all labor, materials, and services to fulfill the requirements for temporary facilities, at no additional cost to the Owner, and comply with all requirements set forth herein, except where noted requirements conflict with Federal, State, or Local laws, rules, and regulations, in which case(s) the applicable Federal, State, or Local requirements shall govern.

#### **ARTICLE 24 SANITARY FACILITIES**

- a. Provide, place, and maintain in good order from the commencement to final completion of the work, suitable temporary toilet facilities for use by all persons employed under this contract. Toilets shall be rented from and serviced by an approved company and shall be kept sanitary and always secured. The type of toilets proposed for use shall have the approval of the appropriate City Agency, and the number of units shall be as recommended by the Department of Labor. Toilets shall be locked during nonworking hours and placed in a secured (fenced) location, where possible.

#### **ARTICLE 25 TEMPORARY LIGHT AND POWER**

- a. Make all necessary arrangements with the local utility company and pay all costs including labor, in operating and maintaining all temporary services for electricity used during the construction, unless specifically noted

otherwise.

- b. Ensure that temporary wiring, outlets, and lighting are provided in accordance with the current requirements of Bulletin No. 12, Division of Industrial Safety, Department of Public Safety, Commonwealth of Massachusetts.

#### **ARTICLE 26 TEMPORARY WATER**

- a. Contractor shall be responsible to furnish, install and coordinate temporary water needs and temporary connections.

#### **ARTICLE 27 UTILITIES**

- a. The Contractor shall obtain and pay for all licenses and/or permits, which are required by the City or any other agencies that may be involved; he/she shall comply with all codes, regulations and standards of the City.
- b. Contractor shall be responsible for all on-site coordination with utility companies and public agencies and for obtaining all required permits and paying all required fees. In accordance with M.G.L., Chapter 82, Section 40, including amendments; Contractor shall notify all utility companies and government agencies in writing prior to such excavation, Contractor shall also call "Dig Safe" at 1-(888) 344-7233 no less than 72 hours (exclusive of Saturdays, Sundays and Holidays.) prior to such excavation. Documentation of requests and numbers provided to Contractor shall be provided to Owner prior to excavation work.

#### **ARTICLE 28 PHOTOGRAPHS & TIME-LAPSE CAMERAS**

- a. The Contractor shall be required to furnish one (1) view of before, during and after photographs of each site conditions. The Contractor is encouraged to submit "during" photographs along with each pay requisition to facilitate approvals. Photographs in electronic format via compact disc (jpeg or tiff) are acceptable.
- b. The Contractor shall be required to furnish, install and continuously maintain **two (2)** industrial-grade, wireless, battery operated, weather-proof, construction time-lapse cameras. Cameras shall be securely mounted up to 25'-0" above sidewalk grade on existing light poles adjacent to the Project, location and field of view to be reviewed and approved by Owner. Minimum specification for the performance of the cameras shall be Brinno Model BCC200 or approved equal. The cameras' AVI file **(1 frame per 1 minute, 5 frames per second)** and 30 day maximum duration) shall be submitted with monthly Payment Applications. Cameras shall be operational within 10 calendar days of notice to proceed (NTP) and prior to start of work, whichever is sooner, and maintained until substantial completion of the Project. Cameras and appurtenances shall become property of the Owner at the conclusion of the Project in proper working condition or replaced with new.

#### **ARTICLE 29 CONTRACTOR'S SHOP & WORKING DRAWINGS**

- a. Contractor to coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
- b. All Contractors are directed to the timeliness and critical importance of expediting the submittal process. Any lead times that may impact sequencing should be prioritized to meet the Project schedule. The Owner must be notified if any delays arise that impact lead times.
- c. The Contractor shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that requires sequential activity.
- d. The Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.



- e. To avoid the need to delay installation as a result of the time required to process submittals and to allow sufficient time for submittal review, all initial product submittals, shop drawings shall be submitted for processing and within **twenty-eight calendar days** (28) days from the date of Notice to Proceed.
- f. The Contractor must allow the Owner **10 calendar days** (10) per initial and subsequent shop drawing review to achieve efficient construction sequencing. Allow additional time if the Owner must delay processing to permit coordination with subsequent submittals. If an intermediate submittal is necessary, process the same as the initial submittal. Allow ample time for reprocessing each submittal to achieve efficient construction sequencing.
- g. No extension of Contract Time will be authorized because of the Contractor's failure to transmit submittals to the Owner for processing sufficiently in advance of the scheduled Work.
- h. Shop drawings, product data and samples submitted for each item will be reviewed no more than two (2) times at the Owner's expense. Submittals failing to comply with the Contract requirements will be reviewed at times convenient to the Owner and the Owner's consultants and at the Contractor's expense, based upon the hourly rate of the Engineer/Consultant for each subsequent re-submittal. The Owner reserves the right to deduct said reimbursement from the Contractor's periodic application for payment and the Contract Sum.
- i. The Owner's review and approval of submittals shall be held to limitations stated in the conditions of the Contract. In no case shall approval or acceptance by the Owner be interpreted as release of Contractor of responsibility to fulfill requirements of Contract Documents. No acceptance or approval of submittals, nor any indication or note marked by the Owner on submittals, shall constitute authorization for increase in Contract Sum. The Owner will stamp each submittal with an action stamp.
- j. As the timely submittal of samples, shop drawings, catalogue cuts and other related submittals is of paramount importance to the completion of the Project within the stipulated time period, a contract value of 1% will be assigned to this effort. Upon receipt of the complete submittal package the General Contractor will be permitted to submit payment of this item with a value equal to 1% of the base bid contract amount.
- k. Show in large-scale any unique fabrication and setting requirements or any other specified areas seen as necessary or as directed by the Owner's Representative.
- l. Prior to review by Owner's representative, shop drawings shall indicate specification section or drawing reference and proof of review and approval by Contractor for Project compliance, otherwise the submittal will be rejected immediately and count as one (1) official review as per item "h" above.
- m. The Contractor shall provide two sets of bindered hard copies of all final approved shop documents and or drawings and warranties as part of the closeout of the Project.
- n. Contractor shall submit to the Owner's Representative a notarized certificate of compliance from the galvanizer with all galvanizing requirements including ASTM number and weight of coatings in ounces per square foot. Certificate of compliance shall also contain the following:
  - 1. Sole Source Responsibility: include statement that galvanizer accepts sole responsibility for coatings under this Article. Galvanizer who does not accept this responsibility is not acceptable and will be rejected.
  - 2. Quality Assurance: include evidence that Galvanizer meets requirements of ANSI Q90.
  - 3. Certificate of Compliance with Current Environmental Regulations: Galvanizer shall certify that coatings proposed for use comply with applicable environmental regulations. Contractor and Galvanizer shall be responsible for penalties assessed by governmental or environmental authorities for coatings that do not comply with current environmental regulations. All coatings shall be Lead-free.

**ARTICLE 30 HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS**

- a. The Contractor during his excavation, site clearance and other operations may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately stop operations at the site of the discovery and notify the Owner so that a proper evaluation may be made of its importance. The Owner shall arrange for the evaluation in a manner that shall not unduly interfere with the Contractor's operation.
- b. All such items, if designated by competent authority to be of historical, archaeological or antique nature shall not become the property of the Contractor but shall be placed in the custody of the Owner for disposition.
- c. The Contractor shall be required to remove with care or to assist in the removal of any such item or items and to transport the same to a place of safe keeping within the City. The costs for so assisting shall be reimbursed to the Contractor if approved by the Owner.

**ARTICLE 31 PROVISIONS FOR PUBLIC SAFETY & CONVENIENCE**

- a. Care shall be taken to establish and maintain such methods and procedures as will not create hazards. Access to all park facilities and shall be maintained in a reasonable and safe manner for the duration of the construction period.
- b. Every reasonable effort shall be made to reduce to a minimum any interference with or inconveniences to park operations and park patrons due to the construction work. Excavated material shall be trucked away and returned if the Owner deems it necessary and practical as a means for avoiding serious interference with and inconvenience to business concerns and abutters.
- c. The Contractor's attention is directed to the fact that the work on this Project is to be performed within a recreation area and adjacent to park drives and walkways which are utilized by pedestrians, bikers, joggers and vehicles. The Contractor shall be responsible for the installation of adequate precautions and other safety measures and controls deemed necessary by the Owner in order to protect all park users.
- d. Any automotive equipment not protected by traffic cones that is operating on a public way under this Project shall have one amber flashing warning light mounted on the cab roof or on the highest practical point of the machinery. This light shall be in operation while the equipment is so working.
- e. Trenches shall not be opened in park areas until all material and equipment required for the work are on the site and available for immediate use. The work at each trench shall be practically continuous, with the placing of utilities, backfill and patching (where applicable) of the surface closely following each preceding operation. When work is not in progress, trenches in areas subject to use by park patrons shall be covered with steel plates capable of safely sustaining all anticipated loads.
- f. The Contractor shall provide traffic signs, warning markers and other construction safety measures as necessary to maintain public safety and optimum traffic flow. Parking of personal vehicles will be prohibited in construction areas as directed.
- g. With suspension of construction activities during holidays, weekends and nights, the Contractor shall remove temporary traffic and/or safety control devices, as requested, and return them to their positions when work begins again. Payment for the installation and maintenance of appropriate safety provisions shall be included under the base bid price and no separate payment shall be considered.
- h. The Contractor shall without additional compensation be required to always maintain access to the Project area and property for fire apparatus and other emergency vehicles.

**ARTICLE 32 PROTECTION OF EXISTING FACILITIES**

- a. All existing walks, pipes, conduits, poles, fences, stairways, curbing, walls, buildings, trees and other structures which are to remain in place shall be carefully supported and protected from injury by the Contractor without additional compensation and in case of injury they shall be restored by him without compensation therefore to as good condition



as that in which they were found. The value of any trees damaged shall be determined in accordance with established practices of the American Association of Nurserymen or a Registered or Certified Arborist selected by the Project Manager. Limits of liability shall not be limited to the replacement with new and immature trees.

- b. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings, where required, for accommodation of travel and to provide access to the building/property during construction, and shall remove said structures thereafter.
- c. The location of all/ prior existing utility systems is not known and therefore may not be shown on the drawings prepared for this Project. The existence of utilities shall not be considered as an unusual obstacle, and the Contractor shall not be entitled to extra compensation for maintaining, protecting, or repairing these utilities. The Contractor shall use the exploratory excavation included in his contract price, whenever he/she or the Owner's representatives deem it necessary to verify, or prevent interruption of, existing services.

### **ARTICLE 33 AS BUILT SURVEY / PROJECT CLOSEOUT DELIVERABLES**

- a. The Contractor shall cooperate with the Project Manager and shall prepare and maintain a live set of as built drawings on which shall be recorded accurately, as the work progresses, the actual "as built" quantities and locations and dimensions of all his work, indicating thereon all variations from the Contract Drawings. This record of "as built" conditions shall include the ALL the work of the Contractor and Sub-Contractors and proof of compliance prior to final acceptance of all work. **As built shall be submitted for review with monthly payment applications.**
- b. Prior to final acceptance of the work, all "as built" data shall be transferred as a separate overlay or external reference with the digital Auto CAD format files provided to the Contractor by the Owner. This work shall be performed by the Contractor's Registered Land Surveyor with the cooperation of the Contractor as required. After review and approval by the Owner the record drawings will be completed and delivered to the Owner.

- 1. All geographic data must be submitted in a standard real-world coordinate system. The following coordinate system is required:

Projection:	Massachusetts State-plane Mainland
Datum:	NAD83
Fipszone:	2001
Units:	Feet
Spheroid:	GRS1980

- 2. All digital data must be delivered in the following format:

Autodesk AutoCAD dwg. format, and one of the following file formats:

ESRI Geodatabase  
ESRI Shapefile format  
ESRI Arc/Info Interchange File format (e00)  
Autodesk AutoCAD dxf format

- 3. All data must be clean of undershooting and overshooting arcs (dangles). Polygons must be snapped closed at nodes and lines must snap to one another at nodes.
- 4. All data must be thematically organized. There must be separate layers for road edges, road centerlines, buildings, streams, water and sewer mains, hydrants, easements, parcels, water bodies, etc. For example, if a stream is coincident with a parcel boundary that coincident line must appear in both the parcel layer and the stream layer. All data shown on the plan shall be submitted digitally.

5. Features, which contain a third, dimension or elevation data (z value) must have the elevation value within the attribute data. If elevation data is submitted in a CAD format, then the value must be part of the feature (polyline).
6. Documentation:
  - A. A list of all files being submitted is required.
  - B. CAD data shall include metadata for each layer included within the file. This documentation will provide information on the source of the data, feature type (point, line, polygon, etc.), source date, and a general description of what is shown on the layer(s).
  - C. GIS data submissions (e.g., mdb, shp file, e00 export) must include all items from B above as well as metadata for each of the feature's geographic data attributes. This will include a complete description of each attribute's definition as well as a description of what each of the attribute values mean for each field.
7. Documentation on the method/s used for data collection shall be submitted for all data deliverables.
8. Documentation on the horizontal and vertical accuracy shall be submitted for all data deliverables.
9. Text & Annotation:
  - A. For CAD submissions, text must be placed in separate layers. Features must not be erased in order to accommodate the placement of text. Text layers must be thematically separate, meaning that text associated with hydrography should be placed on a single layer, while text pertaining to a parcel's ID number should be placed on yet another separate layer. For example, should there be text on a map defining a parcel's ID number and another piece of text defining a stream name, the deliverable to the town must include two (2) separate text layers, one for the parcel ID numbers and one for the stream names.
  - B. Text associated with a GIS formatted data deliverable must be in one of four forms.
    1. A label attribute. This would be related to the feature's attribute fields as previously described above in Section 6.
    2. Annotation subclass. This would be separate annotation included within a feature data set as a series of text attribute tables (TAT).
    3. Annotation coverage (e00 export). This would be an entirely separate feature class containing text or annotation only.
    4. Feature linked annotation as prescribed in ArcGIS.
10. The Owner shall supply the Contractor with electronic files (AutoCAD) for the sole purpose of creating As Built Drawings.
11. **As built tasks shall be assigned a monetary value equal to 2 percent (2%) of Initial Contract value or \$20,000 (whichever is greater) and be included as an item in the approved Schedule of values.**
12. **Contractor shall submit the final approved as built within twenty-eight (28) consecutive calendar days of Issue of Punch list and:**
  - a. **Prior to Notice of substantial completion.**
  - b. **Prior to Approval of final payment application.**

#### **ARTICLE 34 RUBBISH REMOVAL**

- a. The Contractor shall remove all rubbish, waste, tools, equipment, and appurtenances caused by and used in the execution of the work; but this shall in no way be construed to relieve the Contractor of his primary responsibility for





maintaining the site clean and free of debris, leaving all work in a clean condition. The Contractor shall always keep the site free of rubbish and construction debris.

- b. The Contractor shall provide sufficient metal barrels or dumpsters into which all refuse and garbage shall be deposited. All containers shall have tight fitting covers. These shall be secured overnight or removed daily.
- c. At the end of each work week, the Contractor shall thoroughly clean premises of rubbish and debris of any nature and remove such from the premises.

#### **ARTICLE 35 PROJECT CONSTRUCTION SIGN**

- a. Contractor will provide and temporarily install one monolithic 48" high X 96" wide X ¾" thick Project sign and 2- 4"x 4" posts to identify the Project at a location to be determined in the field by the Owner.
- b. The Project sign shall conform exactly to the City of Worcester's DPW and Parks, Parks, Recreation and Cemetery Division's prototype Projects sign including but not limited to size, backer material, font style, size and relief, capitalization, color, weather proofing, fasteners and fastener locations.
- c. **Final Graphic and language will be provided by the Owner** (Background color is forest green, text is white).  
**Sample below is for reference only.**
- d. The Contractor shall be responsible installation and removal of sign and posts.



# CITY OF WORCESTER

CITY-WIDE PARK & PLAYGROUND IMPROVEMENT PROGRAM  
"PRIDE IN OUR PARKS"

## SOUTH WORCESTER IMPROVEMENTS PHASE 3

**CITY MANAGER**  
ERIC D. BATISTA

**WORCESTER CITY COUNCIL**  
JOSEPH M. PETTY, MAYOR

MORRIS A. BERGMAN	THU NGUYEN
DONNA M. COLORIO	SARAI RIVERA
ETEL HAXHIAJ	SEAN M. ROSE
KHRYSTIAN E. KING	GEORGE J. RUSSELL
CANDY F. MERO-CARLSON	KATHLEEN M. TOOMEY

**DEPARTMENT OF PUBLIC WORKS & PARKS**  
JAY J. FINK P.E., COMMISSIONER  
ROBERT C. ANTONELLI, JR., ASST. COMMISSIONER

**GENERAL CONTRACTOR**  
TBD

THIS CAPITAL IMPROVEMENT PROJECT HAS BEEN MADE POSSIBLE THROUGH FUNDING PROVIDED BY A CITY COUNCIL TAX LEVY APPROPRIATION

PLEASE PARDON OUR APPEARANCE AS WE ENHANCE THIS FACILITY FOR FUTURE GENERATIONS

End of DPW & Parks Special Conditions

## PROJECT SPECIAL SPECIFICATIONS

### General

1. The following special standard specifications are to be used on contract work awarded by the City of Worcester DPW and Parks, Parks Recreation and Cemetery Division. They are intended to supplement, support and suit this specific Project.

### **ARTICLE 36 DEMOLITION, SITE EXCAVATION & PREPARATION**

- a. The work shall consist of excavating, removing and legal disposal of surplus if any, vegetation, earth, boulders, masonry, existing pavements, building materials, footings, appurtenances and other materials encountered of whatever nature that is unsuitable for the construction and improvements of finished conditions. Excavated to the depth necessary to install according to the specifications, plans and details plans provided in the construction bidding documents.
- b. Location of existing utilities shall be verified before excavation commences. The Drawings are based on available utility record drawings and site observation.
- c. The excavation shall be carried out to such depths that sufficient materials will be left above the designated grade to allow for compaction to this grade. Should the Contractor, through negligence or other fault, excavate below the designated lines, he shall replace such excavation at his own expense. The Owner shall have complete control over excavation, moving, placing, and disposition of all material. Existing materials/objects determined to be unsuitable or not required or used, as determined by the Owner, for finished conditions shall be disposed offsite at no additional cost.
- d. The Contractor shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment shall be made for any excavated material, which is used for purposes other than those designated or implied.
- e. If it is necessary in the process of the work to interrupt existing surface drainage, sewers, or to pass under drainage, conduits, utilities, or similar underground structures, or parts thereof, the Contractor shall protect it or provide temporary services. The Contractor shall, at his own expense, satisfactorily repair all damage to such facilities or structures that may result from any of his operations or from negligence during the period of the Contract.
- f. No excavation shall be started until the Owner has approved the proposed area of construction.
- g. Excavation shall be performed at such places as are indicated on the Drawings, to the lines, grades and elevations shown or as directed by the Project Manager and shall be made in such manner that requirements for the formation of the sub-grade can be followed. Unless directed otherwise any disturbed existing rimmed structures shall be adjusted flush to final adjacent grade.
- h. Existing pavements and base courses shall be carefully saw cut or core drilled and removed to the lines indicated and, in a manner, to obtain sound edges or connections, and so as not to disturb or damage existing buildings, utilities, pavements, and base coats which are to remain.
- i. Unit pavers, such as granite brick and concrete, shall be carefully removed and stockpiled for reuse, if required.
- j. All excavations shall be opened using minimum, straight, parallel cuts through pavement and base materials, and other excavations opened using square or rectangular cuts or as directed to minimize removal while permitting regular, straight-line repair and patching.
- k. No excavation shall commence in any until the pavement covering the proposed excavation has been marked for cutting.
- l. Excavated areas shall be made safe for the residents at the end of each workday.
- m. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off City property.



- n. Prevent, minimize and control groundwater and/or surface water to accumulate in excavations. Remove water to prevent the undercutting of footings and soil changes detrimental to the stability of sub-grades, foundations and granite, brick or concrete paving.
- o. Payment for site excavation and preparation work shall be considered incidental to the individual items installed. No separate payment shall be made for site excavation and preparation work. No separate payment shall be made for all labor, equipment, tools and incidentals necessary to complete the work to the satisfaction of the City, including transportation and disposal of excavated materials.
- p. It is the responsibility of the Contractor to verify the accuracy of all survey information provided by the Owner prior to commencing excavations or filling operations. Commencement of these operations constitutes acceptance of the survey information as appropriate to meet the intent of the Contract.
- q. Soil testing, if required, for all materials to be reused on-site or removed and disposed of offsite, shall be the responsibility of the Contractor. The City reserves the right to obtain its own test results from the same sample as the Contractor without penalties to the Owner. The Contractor is required to obtain a large enough sample to divide with the Owner for this proposes.
- r. Transport excavated materials, waste materials, trash, and debris and legally dispose of it off City property.
- s. Surplus excavated material not needed as specified above shall be hauled away and disposed of by the Contractor at no additional cost to the Owner, at appropriate locations, and in accordance with arrangements made by him. Disposal of all rubble shall be in accordance with all applicable local, state and federal regulations.
- t. The Contractor shall comply with Massachusetts regulations (310 CMR 40.0032) that govern the removal and disposal of surplus excavated materials. Materials, including contaminated soils, having concentrations of oil or hazardous materials less than an otherwise Reportable Concentration and that are not a hazardous waste, may not be disposed of at locations where concentrations of oil and/or hazardous material at the receiving site are significantly lower than the levels of those oil and /or hazardous materials present in the soil being disposed or reused.
- u. If required: In response to the State/ Federal imposed quarantine regarding the Asian long-horned beetle infestation, the protocol for handling and disposal of wood-based materials within the Project area by the Contractor shall be to:
  - i. at a minimum, process all onsite vegetative, wood and cellulose based materials (trees, shrubs, root, stumps, branches, leaves, etc. **twelve inches and under in diameter** and designated for disposal) to a size of less than one inch as measured in two directions by approved mechanical means (woodchipper) prior to disposal/removal offsite. All other existing vegetative, wood and cellulose based products; tree trunks, stumps, branches etc., **greater than twelve inches, in diameter** and designated for removal/disposal shall be delivered to the current transfer station.
  - ii. Contractor shall be responsible to comply with changes or current quarantine protocols for the duration of the Project.

#### **ARTICLE 37     CAST IN PLACE CEMENT CONCRETE**

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipment, transportation, reinforcing, forming, finishing and curing of cast in place concrete for the construction of concrete pads, footings and walls for the structures and site improvements as specified herein and according to the plans and details shown in the construction drawings and the balance of any concrete construction necessary to completion of the Project.
- b. Unless otherwise specified, all materials shall conform to the relevant provisions of Section 901, **Cement Concrete Masonry**, and Section M4, **Cement and Concrete Materials** of latest edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.

- c. At a minimum, concrete to be used shall be Class 4,000 PSI - minimum 28-day compressive strength, and cement content of 610 lbs. per cubic yard for  $\frac{3}{4}$ " coarse aggregate. Concrete shall be discharged at site within 90-minutes after batching.
- d. All horizontal (pad) concrete construction shall be air entrained which shall be 4.5% to 7%, as determined by ASTM C231.
- e. Formwork shall be sufficient to resist pressure of the concrete without springing and tight enough to prevent leakage of mortar. Forms shall be staked, braced, or tied together to maintain their position and shape when concrete is compacted in place. Forms shall be clean and shall produce an even finish for exposed surfaces. Forms shall not be removed for at least twenty-four (24) hours after concrete has been placed, or longer if directed by Owner.
- f. Preformed expansion joint filler shall be non-extruding and resilient non-bituminous type conforming to AASHTO-M135.
- g. Reinforcing as required or pads shall be welded wire fabric, 6" X 6", W1.4 X W1.4 gauge cold-drawn steel wires formed into a mesh and welded together at points of intersection in conformance with ASTM A-185-70. Welded wire fabric shall be furnished in mats and not in rolls.
- h. All references to 'processed gravel', 'gravel borrow', or 'gravel' shall conform to Article 38 Gravel Borrow.
- i. Curing and protection shall be accomplished by applicable optimum method specified in Section 901, **Cement Concrete Masonry**, and Section M4, **Cement and Concrete Materials** of latest edition of The Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways.
- j. The Contractor is responsible for the quality and strength of the concrete. Inferior concrete, including that damaged by frost action shall be removed and replaced at no additional cost to the Owner.
- k. The Contractor shall be responsible to repair or replace any concrete exhibiting deficient materials or workmanship with in one (1) year of final acceptance.
- l. Payment for concrete and concrete work shall be considered incidental to the individual item in which the concrete is used. No separate payment shall be made for concrete work.

#### **ARTICLE 38 GRAVEL BORROW**

- a. The scope of work under this article shall consist of furnishing all labor, materials, equipment and transportation required for placement and compaction of approved processed gravel according to the plans and details plans and details shown in the construction drawings and the balance of any subbase construction necessary to the completion of the Project.
- b. All references to 'processed gravel', 'gravel borrow', or 'gravel base' shall conform to this Article.
- c. Gravel borrow shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious material. Gravel borrow containing recycled bituminous and concrete material shall not be used in areas of pervious finish grade (i.e., ball fields, skinned, and lawns areas, etc.).
- d. Gradation requirements for gravel borrow shall be determined by AASHTO-T11 and T27 and shall conform to the following:

<u>Sieve</u>	<u>Percent Passing</u>
2"	100
$\frac{1}{2}$ "	50-85
No. 4	40-75
No. 50	8-28
No. 200	0-10

- e. Maximum size of stone in gravel shall be two (2) inches, largest dimension.



- f. Gravel shall be spread and compacted in layers not exceeding six (6) inches in depth compacted measurement and all layers shall be compacted to not less than ninety-five percent (95%) of the maximum dry density of the material as determined by the Standard AASHTO Test Designation T99 compaction test Method C at optimum moisture content.

## **ARTICLE 39 BITUMINOUS CONCRETE PAVING**

### **PART 1 - GENERAL**

#### **1.01 WORK INCLUDED:**

The Contractor shall furnish all labor, materials and equipment and shall place the pavements as indicated on the drawings and as herein specified.

#### **1.02 RELATED WORK:**

- A. N/A

#### **1.03 SYSTEM DESCRIPTION:**

- A. GENERAL

The types of pavement systems to be utilized on this Project are as follows:

#### **1.04 REFERENCES**

The following standards form a part of these specifications and indicate the minimum standards required:

##### **American Society for Testing and Materials (ASTM)**

ASTM D1557 Test for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 Pound Rammer and 18-Inch Drop

##### **Commonwealth of Massachusetts Highway Department Standard Specification for Highway and Bridges (MHD)**

MHD 405	Gravel Base Course
MHD 420	Class I Bituminous Concrete Base Course, Type I-1
MHD 460	Class I Bituminous Concrete Pavement
MHD 476	Cement Concrete Pavements
MHD 860	Reflectorized Pavement Markings

##### **Federal Specifications**

SS-S-164	Sealing Compound, Hot Poured Type, for Joints in Concrete
----------	-----------------------------------------------------------

SS-S-1401C                      Sealants, Joint, Non-Jet-Fuel-Resistant, Hot Applied, for Portland Cement and Asphalt Concrete Pavement

1.05            SUBMITTALS: IN ACCORDANCE WITH REQUIREMENTS OF SPECIAL CONDITIONS, SUBMIT THE FOLLOWING:

Six sets of complete job mix formula shall be submitted to the Engineer at least two weeks before any of the work of this section is to begin.

**PART 2 - PRODUCTS**

2.01            GRAVEL SUBBASE:

- A.      Gravel subbase shall consist of inert material that is hard durable stone and coarse sand, free from loam and clay, surface coatings and deleterious materials.
- B.      Gradation requirements for gravel subbase shall be as specified in the Gravel Borrow Article.

2.02            BITUMINOUS CONCRETE PAVEMENT:

- A.      Bituminous concrete pavements shall consist of Class I Bituminous Concrete, Type I-1.
- B.      Bituminous concrete mixtures shall be within the composition limits of base courses, binder courses, top courses and surface treatment, in accordance with MHD M3.11.03, with constituents that conform to Table A, below.

TABLE A

PERCENT BY WEIGHT PASSING SIEVE DESIGNATION

Standard Sieves (in.)	Base Course	Binder Course	Top Course	Surface Treat.
2 in	100			
1 in	55-80	100		
¾ in		80-100		
5/8 in			100	
½ in	40-65	55-75	95-100	
3/8 in			80-100	100
No.4	20-45	28-50	50-76	80-100
No.8	15-33	20-38	37-54	64-85
No.16			26-40	46-68
No.30	8-17	8-22	17-29	26-50
No.50	4-12	5-15	10-21	13-31
No.100*			5-16	7-17
No.200	0-4	0-5	2-7	3-8
Bitumen	4-5	4.5-5.5	5.5-7.0	7-8

\*            Percentages shown for aggregate sizes are stated as proportional percentages of total aggregate for the mix.

Unless authorized by the Engineer, no Job-Mix Formula will be approved which specifies:

Less than 4% passing No. 200 for Top Course.  
Less than 6% bitumen for Top Course.

- C.      The joint sealant shall be a hot poured rubberized emulsified asphalt sealant meeting the requirements of Federal Specifications SS-S-1401 or SS-S-164.



- D. The tack coat shall be an asphalt emulsion, RS-1 if required, conforming to MHD Section M3.03.0.

2.03 SEAL COAT:

- A. Seal coats shall be within the composition limits for protective seal coat emulsion in accordance with MHD M3.03.3.
- B. Silica sand when blended with seal coat emulsion shall be No. 30 silica sand.

PART 3 - EXECUTION

3.01 GENERAL:

Paving courses required for the Project shall be as shown on the drawings and as specified herein. Pavement thicknesses specified are measured in compacted inches. If a pavement course thickness exceeds 2-1/2 compacted inches, the course shall be installed in multiple lifts with each lift not exceeding 2-1/2 compacted inches in thickness.

3.02 GRAVEL SUBBASE:

- A. The gravel subbase to be placed under pavement shall consist of 12-inches of gravel evenly spread and thoroughly compacted.
- B. The gravel shall be spread in layers not more than 4-inches thick, compacted measure. All layers shall be compacted to not less than 95 percent of the maximum dry density of the material as determined by ASTM D1557 Method C at optimum moisture content.

3.03 TEMPORARY BITUMINOUS PAVEMENT:

- A. Where specified and directed by the Engineer and after placement of the gravel subbase, the Contractor shall place temporary bituminous pavement above the trench, between the edges of the existing pavement. It shall consist of Class I Bituminous Concrete Pavement, Type I-1, 2-inches thick, in accordance with MHD 460.
- B. The temporary pavement shall be repaired as necessary to maintain the surface of the pavement until replaced by permanent pavement. When so directed by the Engineer, the Contractor shall remove the temporary pavement and install or regrade the subbase for installation of permanent pavement.

3.04 PERMANENT BITUMINOUS PAVEMENT:

- A. The bituminous paving mixture, equipment, methods of mixing and placing, and the precautions to be observed as to weather, condition of base, etc., shall be in accordance with MHD 460.
- B. BASE COURSE AND BINDER COURSE PAVEMENT:
  - 1. Immediately prior to installing the base binder course, the trimmed edges shall be made stable and unyielding, free of loose or broken pieces and all edges shall be thoroughly broomed clean. Contact surfaces of trench sides, curbs, manholes, catch basins, or other appurtenant structures in the pavement shall be painted thoroughly with a uniform coating of asphalt emulsion (tack coat), just before any mixture is placed against them.
  - 2. The binder course shall be repaired as necessary to maintain the surface of the pavement until placement of the permanent overlay. If required, the Contractor shall place a leveling course before placing the permanent overlay.



**3.05 PAVEMENT PLACEMENT:**

- A. Unless otherwise permitted by the Engineer for particular conditions, only machine methods of placing the pavement shall be used. The equipment for spreading and finishing shall be mechanical, self-powered pavers, capable of spreading and finishing the mixture true to line, grade, width and crown. The mixtures shall be placed and compacted only at such times as to permit proper inspection and checking by the Engineer.
- B. After the paving mixtures have been properly spread, initial and intermediate compaction shall be obtained using steel wheel rollers having a weight of not less than 240 pounds per inch width of tread.
- C. Final rolling of the top course or surface treatment pavement shall be performed by a steel wheel roller weighing not less than 285 pounds per inch width of tread at a mix temperature and time sufficient to allow for final smoothing of the surface and thorough compaction.
- D. Immediately after placement of top course or surface treatment pavement, all joints between the existing and new top course or surface treatment pavements shall be sealed with hot poured rubberized asphalt sealant meeting the requirements of Federal Specification SS-S-1401 or SS-S-164.
- E. Where there is no backing for the edges of the curb-to-curb pavement, the Contractor shall provide a gravel transition. The gravel transition shall be installed immediately after the pavement is placed, shall be feathered and extend a minimum of 18 inches, and shall be compacted using the same equipment as for pavement compaction. The gravel shall be uniformly graded material with a maximum size of 3/8 to 1/2 inch.
- F. When directed by the Engineer, the Contractor shall furnish and install additional paving to provide satisfactory transition for driveways and walkways impacted by a new curb-to-curb pavement installation. The transition installation will be considered incidental to the curb-to-curb pavement installation.

**3.06 ADDITIONAL PAVING:**

- A. If the Engineer determines that the existing bituminous concrete pavement on local streets is thicker than the permanent pavement specified herein, the Contractor may be required to install additional Type I-1 bituminous concrete to obtain the depth of the existing pavement.
- B. If for the installation of full width paving, the Engineer determines that the existing road surface requires additional leveling pavement, then the Contractor shall install additional Type I-1 bituminous concrete to bring the section to proper line and cross section. Additional paving required to restore the proper line and cross section of binder course installed by the Contractor which has become rough and uneven shall be furnished and installed at the expense of the Contractor.

**3.07 PARKING LOTS, DRIVEWAYS and SIDEWALKS:**

- A. Pavement shall consist of a 2-1/2-inch binder course and a 1-1/2-inch top course on a minimum 8-inch gravel sub-base. All thicknesses are compacted thicknesses.
- B. Adjacent concrete work, slate work, sidewalks, structures, etc., shall be protected from stain and damage during the entire operation. Damaged or stained areas shall be replaced or repaired to equal their original condition.
- C. All joints between binder and top course shall be staggered a minimum of 6-inches.
- D. After final rolling, no vehicular traffic of any kind shall be permitted on the pavement until it has cooled and hardened sufficiently to prevent distortion and loss of fines, and in no case in less than 6 hours.
- E. Smoothness of all areas of the finished surface shall not vary more than 1/4-inch when tested with a 16 foot straight-edge, applied both parallel to and at right angles to the centerline of the paved area. At building entrances, curbs, and other locations where an essentially flush transition is required, pavement elevation tolerance shall not



exceed plus or minus 1/8-inch. Irregularities exceeding these amounts, or which retain water on the surface, shall be corrected by removing the defective work and replacing or repairing it to the satisfaction of the Engineer.

- F. The surface area to be seal coated, as shown on the drawings, shall be swept and air cleaned. The first coat shall be applied with eight (8) pounds of #30 silica sand blended with each gallon of emulsion applied at a rate of 0.15 gallons per square yard. The second coat shall be a straight sealer applied at the rate of 0.1 gallons per square yard.

3.08 PAVEMENT MARKINGS:

- A. The Contractor shall replace all pavement markings removed or covered-over in carrying out the work, and as directed by the Engineer, no sooner than 48 hours after completion of permanent pavement. The markings shall be 4-inches wide, white or yellow, single or double lines as required.
- B. When directed by the Engineer, the Contractor shall provide temporary markings at no additional cost to the Owner.

3.09 PAVEMENT REPAIR:

- A. If required in the contract or if permanent pavement becomes rough or uneven, permanent pavement patches and trenches shall be repaired and brought to grade utilizing "infrared" paving methods following completion of the construction.
- B. The Contractor performing the work shall use care to avoid overheating the pavement being repaired.
- C. Pavement repair shall extend a minimum of 6-inches beyond all edges of the pavement patch to assure adequate bonding at the pavement joints.

**ARTICLE 40 GENERAL LAWN AREAS, LOAM & SEEDING (RESERVED)**

**ARTICLE 41 SECURITY CAMERA APPURTENANCES**

- a. ***Include \$100,000.00 in Base Bid for allowance to furnish and install cameras and associated appurtenances. Owner will be responsible to secure specifications and vendor pricing for products, installation labor and connection of security system. Project Contract terms apply.***
- b. Include in Base Bid, to furnish, install, horizontal run, vertical run to pole mounted utility cabinets and required splices and appurtenances to cameras, testing of ALL fiber optic cable, furnish and install of type 12 strand single mode outdoor plant fiber and required connections/appurtenances.
- c. Communications conduits shall be 2-inch type HDPE continuous roll, smooth wall SDR 09 between handholes, communication conduits run into light poles can be Schedule 40 PVC. Electrical and HDPE conduits shall be in separate handhole/pullbox.
- d. Include in base bid, to coordinate, furnish and install on each pedestrian light pole with communication handhole, one pole mounted NEMA 3R rated utility cabinet, with stainless steel back panel, include labor and materials to energized duplex outlet for security cameras and security camera appurtenances. Furnish and install manufacturer's standard auxiliary wire exits (2). Mount utility cabinets with pole manufacturer's standard and provided "trac nut" hardware, include fabrication of custom H-bracket for the utility cabinet. Utility cabinet standard shall be Stahlin Part# RJ1614HW-P, Type# 1,3R,4X,6P,12 painted black, or approved equal. Cameras and appurtenances inside pole mounted utility cabinet are not included in Base Bid.

**ARTICLE 42     RESERVED**

**ARTICLE 43     RESERVED**

**ARTICLE 44     SPORTS COURTS BITUMINOUS CONCRETE PAVING & PAINTING**

- a. All courses of the bituminous concrete paving shall consist of plant mix bituminous concrete conforming to the requirements of Specifications and/or Details, with the following changes:
  1. **2.0-inch thickness:** Binder or bottom course paving shall have a maximum aggregate size passing one (1") inch sieve and bitumen content  $5 \frac{1}{2} \% \pm \frac{1}{2} \%$  by weight.
  2. **1.5-inch thickness:** Top or wearing course paving shall have a maximum aggregate size passing three-eighth (3/8") inch sieve, and bitumen content  $6 \frac{1}{2} \% \pm \frac{1}{2} \%$  by weight.
- b. Complete job formula mix, listing quantities and pertinent ingredient properties, shall be submitted to and approved by the Owner's representative at least two weeks before work is scheduled to begin. No depressions or "bird baths" exceeding 1/16", cold joints, and repairs such as infrared or patching will be accepted for the bituminous courts' final product.
- c. All net post sleeves, center strap anchors, fence post and appurtenances requiring court penetrations shall be installed prior to the application of any surfacing materials. New asphalt shall be allowed to cure for at least fourteen days or as per manufacturer's requirements. The surfaces may require longer curing times depending upon geographic region.
- d. The surface shall be thoroughly cleaned, removing all loose dirt, dust, oil, grease, leaves and other debris. The court surface shall be checked with a ten-foot straight edge or shall be flooded with water and allowed to dry in full sun, minimum 70° F for one hour to locate low areas which are more than 1/16" deep (the thickness of a nickel). Any minor depressions that are detected shall be leveled by troweling or screeding a layer of patch mix over the low area. Suitable leveling materials and leveling compound, resurfacer and filler coat (which has not been diluted with water). Deeper depressions may require multiple applications. Excessively deep (1/2" or deeper) depressions should be patched with asphaltic concrete. All rough paving joints and roller marks shall be leveled prior to application of the specified color system.
- e. Prior to applying the acrylic color system, apply an asbestos free, bituminous emulsion, aggregate filled asphalt resurfacer of sufficient quantity to produce a tight surface without voids and pits that will show through the pigmented surface layers.
- f. Court surfacing acrylic color system shall be, outdoor tennis, and outdoor basketball (for street hockey) court grade, composed of a three separate application process of latex-ite type 100% acrylic coating (fine mesh silica sand court filler, sealant and color paint). Court colors shall be a maximum of three manufacturer's premium colors pattern plus the white lines.

**ARTICLE 45     WPRC DIVISION CHAIN LINK FENCE FRAMEWORK & FABRIC**

**General**

1. This work includes the installation of Polymer color coated fence framework and fabric of various heights in accordance with these specifications and in conformity with the details, lines and grades shown on the plans or established.

**Construction Requirements**

1. Locate and install all posts in concrete (4000 psi at 28 days), with minimum depth of 48 inches below finish grade and minimum diameter of twelve inches or four times the diameter of post, whichever is greater. Typical spacing of post shall be 120 inches max on center. Typical spacing of post on the precast concrete wall shall be the middle of top "anchor" block (Designed spacing of 92 inches O.C.). Refer to plans for post concrete footing depth and size for batting cage, bullpen, backstop and netting framework. Install plumb and true to line and grade and to the height as indicated within the drawings. All posts shall have continuous horizontal rails at the top, middle (for fence height greater than 72 inches), and bottom. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail couplings shall be placed a maximum of twelve (12) inches from posts.



2. **Owner shall be contacted 48 hours prior to install of all fence and gate post/footings for inspection and approval of excavation/footing size.** Failure to notify entitles the Owner to pick at random 20 percent of installed post and concrete footing(s) for removal and inspection to verify they meet Specifications. Replacement and/or reinstall of new materials shall be at no additional cost to the Owner.
3. Chain link fence shall have continuous top and bottom rails. Refer to plans for rail layout for batting cage, bullpen and backstop and netting framework. Top and bottom edge of fence fabric shall have knuckled edges. Fabric shall be stretched uniformly taut and as tight as possible, true to line and grade and complete in all details. Install tension bars at corners.
4. All chain link fence fabric shall be fastened on the outside of the posts unless directed otherwise by the Owner. The fabric shall be properly stretched and securely fastened to the posts and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as specified, herein. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one (1) foot intervals.
5. Fabric shall be aligned so that top and bottom shall extend one half the height of the "diamond" beyond outer edge of top and bottom of the horizontal rail. The fabric shall also be one (1) inch maximum above finish grade. The fabric shall be tied (as per item 5 below) to all line posts, top, middle and bottom rails every six (6) "diamonds" as measured horizontally or vertically. Overlapping fence fabric sections shall overlap one full height of the "diamond" and be centered on the horizontal rail.
6. All fabric shall be fastened to all line posts and horizontal rails with 0.020" thickness, 200/300 series stainless steel 1/2" wide bands, with a minimum breaking strength of 850 lbs., 1/2" band capacity ear-lokt design buckles to be manufactured with 0.050" thick material, 201/301 series stainless steel. Fabric for bleachers shall be attached at each vertical post only, three bands per post. All bands shall be pulled tight and raw ends of steel bands shall be secured in buckle by folding ear tabs around steel bands as per manufacturer's recommended installation procedure. No sharp edges shall protrude from band-it buckles.

## Materials

Fabric, posts, gate frames, gate hinges, gate stops, braces, rails, stretcher bars, truss rods, post caps, stretcher bar bands, tension wire shall, and other parts shall be of steel, pressed steel or approved equal except that post tops and rail ends may be of aluminum. **No malleable iron, ductile iron materials will be accepted.** The Contractor shall supply a notarized mill certification from manufacturer that all materials used have been tested and fully comply with the specifications specified herein.

1. Fabric: The fabric shall consist of color coated, class 2b thermally fused and bonded, 6-gauge core wire, 2-inch diamond mesh typical and 1.75-inch diamond mesh for fabric adjacent to tennis courts. All fabric shall be knuckled at both selvages. Public side of fabric shall be installed in accordance with the Owner's direction. The height of the fabric as shown on details shall be typically one piece unless directed otherwise by Owner. Fabric for bleachers will be as per manufacturer's standard.
2. Framework: Type II, Group IC round steel pipe (electric resistance welded), cold-formed as per ASTM F1043-00 Standard, with minimum yield strength of 50,000 psi, unless noted otherwise. The external zinc coating shall be Type B, zinc with polymer film, 0.90 oz / sq. ft, minimum zinc coating with a chromate conversion and a verifiable polymer film. The internal coating shall be Type B, zinc 0.90 oz./sq.ft. Minimum or type D, zinc pigmented, 81% nominal coating with 0.30 mils minimum thickness. Gate framework joints shall be welded and coated in accordance with Practice A780, employing zinc-rich paint. Refer to plans for framework sizes for batting cage, bullpen, backstop and netting framework.

(a) End, Corner and Pull Post. Galvanized steel, physical pipe dimension and weights as follows:

1. Up to 12-foot fabric height: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.
2. Over 12-foot total fabric height: **4.00-inch OD High Strength Grade Schedule 80 pipe, 9.12-lbs. /lin. ft.**

3. **For basketball and Handball courts: 4.00-inch OD pipe, 6.56-lbs. /lin. ft.**
4. For combo batting cage/bullpen and backstop: 4.00-inch OD pipe, 6.56-lbs. /lin. ft.
5. Maximum Spacing between all posts is 10'- 0" On Center.

(b) Line Posts. Galvanized steel, physical pipe dimension and weights as follows:

1. Up to 12-foot fabric height: 2.375-inch OD steel pipe, 3.12-lbs. /lin. ft.
2. Over 12-foot total fabric height: **4.00-inch OD High Strength Grade Schedule 80 pipe, 9.12-lbs. /lin. ft.**
3. **For basketball and Handball courts: 2.875-inch OD pipe, 4.64-lbs. /lin. ft.**
4. For combo batting cage/bullpen and backstop: 4.00-inch OD pipe, 6.56-lbs. /lin. ft.
5. Maximum Spacing between all posts is 10'- 0" On Center.

(c) Gate Posts. Galvanized steel, single gate widths, physical pipe dimension and weights as follows:

1. Up to 6-feet: 2.875-inch OD pipe, 4.64-lbs./linear ft.
2. Over 6-feet to 13 feet: 4.0-inch OD pipe, 6.56-lbs./ linear ft.
3. Gate frames as per ASTM F 900-94.

(d) Rails (Top, middle and bottom rails): Galvanized steel, manufacturer's longest lengths joined by six-inch (6") long sleeves, rail shall run continuously along top of fence. Bottom rail shall be joined at line posts with boulevard clamps. Minimum pipe sizes and weights as follows:

1. 1.660-inch OD pipe, 1.82-lbs. /lin. ft. minimum.
2. **Top, Bottom, Middle and Intermediate rails are required for all fencing in this Contract.**

(e) Couplings: Expansion types, approximately 6-inch long, install one sleeve for each 500-foot run. Standard couplings are installed at each rail end to form one continuous top rail.

(f) Attaching Devices: Provide fittings for attaching top rail securely to each gate corner pull and end post.

(g) Sleeves: Galvanized steel pipe not less than 6 inches long and with inside diameter not less than 1/2-inch greater than outside diameter of the post pipe. Provide steel plate closure welded to bottom of sleeve of width and length not less than 1-inch greater than outside diameter of sleeve.

(h) Post Brace Assembly: Manufacturer's standard adjustable braces at end of gateposts and at both sides of corner and pull posts. Provide horizontal brace located at mid-height of fabric. Use same material as top rail for brace, and truss to line posts with 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(i) Post Tops: Galvanized steel, screwed and weather-tight closure cap for each tubular post. Furnish caps with openings to permit passage of top rail.

(j) Tension Bars: Galvanized steel, one-piece lengths equal to full height of fabric, with minimum cross-section of 3/16 inch x 3/4 inch. Provide tension bar for each gate and end post, and two for each corner and pull post. Stretcher Bar Bands will be manufacturer's standard.

(k) Gate Cross-Bracing: 3/8-inch diameter galvanized steel truss rods and adjustable tightener.

(l) Non-Shrink, Non-Metallic Grout: Premixed, factory-packaged, non-corrosive, non-staining, non-gaseous, exterior grout approved by the Engineer.

(m) Single and Double Swinging Gate and Hardware: Swing gates and hardware shall be manufactured to meet the requirements of ASTM F900. Unless indicate otherwise, and to meet ADA requirements, the minimum clear opening for all single gates (as measure with gate perpendicular to framework) shall be 36 inches.



(1) Hinges. Industrial butt hinges, size and material as required for the gate size. Non-lift-off type, offset to permit 180-degree gate opening. Provide one pair of hinges for each leaf, gates eight feet and taller in nominal height shall have three hinges per leaf. Spot-weld to post and paint (non polymer coated), to prevent rotational movement.

(2) Latch (for both single and double gates). Pressed steel, industrial series fulcrum gate latch, straight fork type, provide latch catch for double gates, designed to permit operation from either side of gate, with padlock eye as integral part of latch catch. Clamped and bolted through or welded to frame to prevent rotational movement. Provide two latch and catch for double gates. All gates shall be equipped with one gate stop.

(n) Sleeves if required for fence shall be galvanized steel pipe conforming to ASTM F1043 sizing as required to accommodate posts.

#### **Polymer Powder Coated Framework**

Shall meet the above-mentioned specification for materials. The framework shall be subjected to a complete thermal stratification coating process (multi-stage, high-temperature, multi-layer) including, as a minimum, a six-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of an epoxy base, and a separate electrostatic spray application of a polyester finish. The material used for the base coat shall be a zinc-rich (gray color) thermosetting epoxy; the minimum thickness of the base coat shall be two (2) mils. The material used for the finish coat shall be a thermosetting "no-mar" TGIC polyester powder; the minimum thickness of the finish coat shall be two (2) mils. The stratification-coated pipe shall demonstrate the ability to endure a salt-spray resistance test in accordance with ASTM B117 without loss of adhesion for a minimum exposure time of 3,500 hours. Additionally, the coated pipe shall demonstrate the ability to withstand exposure in a weather-ometer apparatus for 1,000 hours without failure in accordance with ASTM D1499 and to show satisfactory adhesion when subjected to the crosshatch test, Method B, in ASTM D3359. The polyester finish coat shall not crack, blister or split under normal use. Painted framework and accessories are not acceptable, welded joints shall be top coated to match frame color. Color of the polymer coated framework and accessories shall be black and in accordance with ASTM F934.

#### **ARTICLE 46    ATTACHMENTS**

**End of DPW & Parks Special Conditions and Specifications.**