



**CITY OF NEWARK
DELAWARE**

Bid Security

Vendor

CITY OF NEWARK

Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

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CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

NOTICE OF LETTING

Sealed bids for Contract No. 23-16 FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT will be received in the City of Newark Purchasing Office (220 South Main Street; Newark, Delaware 19711) until 2:00 p.m., prevailing time, on Tuesday, October 3, 2023, and will be publicly opened and recorded in the Council Chamber shortly thereafter.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded in the Council Chamber shortly thereafter. Only emails up to 25 MB in size can be accepted.

A non-mandatory pre-bid meeting will be held on Tuesday, September 19, 2023, at 10:00 a.m. at the site located at the City of Newark Field Operations Complex, 406 Phillips Avenue, Newark, DE 19711. The work will be subject to the Equal Opportunity requirements of the program. All contractors and subcontractors performing work covered by this contract must pay their workers the State of Delaware prevailing wages and fringe benefits determinations for the classifications. A bid bond equal to not less than 10% of the bid price must accompany the bid.

All questions/requests for information regarding this contract (bid process, drawings, and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, September 22, 2023, to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

The contract documents for Contract No. 23-16 may be obtained from the City's web page at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 23-16, FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT". **Bid Documents must be received by the Purchasing Division prior to 2:00 p.m. prevailing time, Tuesday, October 3, 2023.** Each bid so submitted shall constitute an irrevocable offer for a period of thirty (30) calendar days following the bid opening date. A bid bond equal to not less than 10% of the bid price must accompany the bid.

Alternatively, bids may also be emailed in PDF form to the City Purchasing Division at contracts@newark.de.us by the deadline noted above and will be opened immediately after the closing date and time and will be publicly recorded in the Council Chamber shortly thereafter. Only emails up to 25 MB in size can be accepted—if file sizes are larger than 25 MB, attachments should be broken into multiple emails.

The project includes, but is not limited to, removal, disposal, and replacement of the existing perimeter fencing at the Field Operations Complex. Work includes all labor, materials and equipment to replace the existing fence with new 8-foot high vinyl-coated fencing with privacy slats, topped with barbed wire. A new double swing gate shall be installed at Holton Place entrance to match new fence height. Five new pedestrian access gates with panic exit bars and door closers shall be installed at the locations noted on the site plan.

A **non-mandatory** pre-bid meeting will be held on Tuesday, **September 19, 2023 at 10:00 a.m.** at the City of Newark Field Operations Complex, 406 Phillips Avenue, Newark, DE 19711.

2. DEFINITIONS

- A. *Agreement*: The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. *Contract Documents*: Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- C. *Contractor*: The individual or entity with whom the Owner has entered into the

Agreement.

- D. *Engineer*: The Owner's consultant engineer. The Engineer for this project is Pennoni.
- E. *Owner*: The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- F. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- G. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- H. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- I. *Work*: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. BID SECURITY

Each bid must be accompanied by a certified check, or cashier's check, or bid bond in the amount of 10 percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within twenty (20) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders thirty (30) calendar days after the bid opening date.

4. CONTRACT SURETY BOND

The successful bidder shall provide the City with a Performance Bond and Payment Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bonds shall be provided to the City with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

If a warranty is included as part of this contract's scope of work, once the project is substantially complete the surety bond shall be converted into a warranty bond for the term of the warranty. Once substantial completion of the project is reached and approved, City staff shall release any

remaining retainage and issue a close out letter to the vendor stating the start date of the warranty period. A copy of the above noted warranty bond shall be provided to the City Purchasing Division no later than thirty (30) days from the receipt of the City's close out letter.

5. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

6. AWARDS

The City Manager or designee shall review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

7. BID PRICE

The bid price shall include all transportation, delivery, installation, and all charges for the goods and services specified for this contract. All goods specified in this contract shall be F.O.B. Newark Warehouse (406 Phillips Avenue; Newark, DE 19711). The work done under this contract will be funded by the State of Delaware, therefore, state prevailing wage rates apply to this contract. The Contractor will be held to have examined and be familiar with the entire Bid Specification prior to submitting their Bid Proposal. No allowance for additional compensation will be considered for failure to comply with this requirement.

Any prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract. Unless otherwise specified and agreed upon by both parties in writing, all material shall be designated F.O.B. Destination and have freight included in quotations.

8. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor is to complete the work within ninety (90) calendar days from the date specified by the City in a written "Notice to Proceed". Liquidated damages of five hundred dollars (\$500.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date to provide recovery of costs. Liquidated damages are not to be construed as a penalty in any sense, but rather a reasonable estimate of the damages that would be suffered by the City in the event of a breach. The City and the contractor shall acknowledge that the actual damages resulting from a breach may be difficult to ascertain and that this provision represents a reasonable estimation of such damages. This provision shall not limit the City's right to pursue any other remedies available under law or equity.

9. INTENT OF SPECIFICATIONS

It shall be the Contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

10. EXCEPTIONS & OMISSIONS

Any and all exceptions which are taken to the drawings and specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

Further, the bidder recognizes that the City of Newark is not in the business of preparing specifications, and any omissions in this contract/RFP must be strictly addressed by the firm with the submittal of its proposal.

11. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

12. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units shall be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

The Contractor guarantees all of the work and materials for a period of one year, unless specifically stated as longer in the technical specifications or project plans after the date of completion and final acceptance by the City.

13. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

14. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

15. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager or their designee. All such requests should be submitted in writing to contracts@newark.de.us.

16. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses including a State of Delaware Business license and also shall be a fair and equal opportunity employer.

17. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract. Signed non-collusion statement shall be submitted with bid.

18. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, no later than four (4) calendar days prior to the bid opening date which may be issued with extensions to the bid submittal date if necessary to allow adequate time for response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. **Bidder is responsible for submitting a signed letter listing the addendums received for this contract.** All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, September 22, 2023 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

19. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Upon written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

20. BIDDERS QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete the work for which the bidder proposes to contract.

21. LIABILITY INSURANCE

- A. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- B. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$1,000,000 Per Accident
\$1,000,000 Per Illness, Employee
\$1,000,000 Per Illness, Aggregate

The Contractor shall be required to provide Contractors Professional Liability coverage with limits of insurance not less than:

\$1,000,000 Per Claim
\$1,000,000 Per Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner), Pennoni (Engineer), and all other parties required of the Contractor shall be included as insured on the CGL, using additional insured endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

- C. A copy of the Certificate of Insurance must accompany each bid. The Contractor shall ensure that all insurances required remain valid for the entire term of the contract, inclusive of any term extension(s) and retroactive if claim is made afterward. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

22. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, insurance documentation, and bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

The Contractor shall also submit the following with the bid:

- A. List of Subcontractors and Qualifications
- B. Exceptions or qualifications to the Contract Documents
- C. Executed Bid Bond
- D. Acknowledgment of Addenda
- E. Proposal

23. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Construction Schedule
- B. Performance Bond
- C. Insurance Documentation
- D. Payment Bond

24. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

25. INDEMNIFICATION

The Contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

26. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

27. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions as they exist is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the work area. The contractor also shall examine carefully the plans, specifications and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

The Contractor is solely responsible to identify, obtain and pay for all required permits, licenses and approvals required by any and all State, local or Federal authorities or governmental agencies to complete the Work.

28. 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 the material which will be required; the character of equipment needed preliminary to and during the prosecution of the work; the general and local conditions; all permit restrictions and 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 City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

29. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act and all other state and local laws, ordinances and codes governing all work to be provided under the contract documents.

The Contractor shall maintain on-site and in all vehicles at all times spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and clean-up at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the City as necessary for the response.

30. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, sidewalks, fences, shrubbery, and driveways that have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

31. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the city, material and the work shall be done again immediately to the satisfaction and approval of the city at the cost and expense of the contractor.
- C. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- D. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the City shall have the power to make an equitable deduction from the stipulated price.
- E. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

32. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport, and lawful disposal of construction debris and or materials.

33. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

34. REGULATIONS AND EXCEPTIONS

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City.

Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within five (5) working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

35. FORCE MAJEURE OCCURANCE

Upon the occurrence of a force majeure event, the City of Newark shall immediately notify the awarded vendor. In this instance, the City shall be excused from any further financial or contractual obligations for as long as such circumstances prevail. As used in this document, a "force majeure occurrence" means acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics or pandemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; unusually severe weather; or other unusual event outside of the reasonable control of a party hereto that prevents a party to this Agreement from performing its contractual obligations.

36. RELEASE OF LIENS

The Contractor is required to provide documentation stating that all liens filed against the Contractor have been paid before the final 5% retainage is released to the Contractor.

37. VENDOR REQUIREMENTS FOR FEDERALLY AND STATE FUNDED PROJECTS

The awarded vendor and all subcontractors may be required to register at www.sam.gov before contract agreements are signed. The awarded vendor and all subcontractors may be required to show proof of SAM registration and good standing through the SAM portal before contract agreements are signed. SAM (System for Award Management) is the primary supplier database for the U.S. Federal Government.

The City of Newark shall not conduct business with vendors that are debarred or otherwise flagged/blacklisted if the project is funded using federal money. If a vendor or subcontractors are determined to be debarred at any point during the term of a contract, this will be seen as grounds for termination of the contract, and potentially grounds for termination from other contracts held with the City, if any.

38. SEVERABILITY

If any provision of this contract (general, special, technical, or other) shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

39. PREFERENCE FOR DELAWARE LABOR

According to State law, any person, company or corporation who violates the requirements of Title 29, Section 6962, of the Delaware Code regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

40. LIST OF SUBCONTRACTORS' CERTIFICATIONS

- A. Each bidder shall execute and submit with his bid, on the form provided herein, a list of subcontractors, including complete names and addresses, whose services the bidder intends to use in performing all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.
- B. Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal and State law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify his compliance with this requirement on the list of subcontractors.
- C. After the contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth on the list of subcontractors which accompanied his bid, without the written consent of the City.

41. GUARANTEE

The contractor hereby guarantees all work for a period of one year after the date of completion and final acceptance thereof by the City as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- B. The Contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.
- C. The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications,

indication or approval by or on behalf of the City of any articles, materials, means, combination of things used or to be used in the construction, performance and completion of the work or any part thereof.

- D. No use or acceptance by the City of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the Contractor under these contract documents.

42. APPROVAL

The contractor shall receive approval in writing from the engineer before ordering any material for work to be done under this contract.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

SCOPE OF WORK

1. SCOPE OF WORK

The project includes, but is not limited to, removal and disposal of the existing perimeter fencing at the Field Operations Complex and replacement with new 8-foot-high vinyl coated chain-link fencing with slats for privacy screening, topped with barbed wire; panic-bar style pedestrian gates with door closers; and a new double swing gate to match new fence height and existing gate width.

The drawings and specifications further define the scope of work. The Contractor shall furnish all required equipment, materials, and labor necessary for completion of the work described herein.

2. LOCATION

The project is located at the City of Newark Field Operations Complex, 406 Phillips Avenue, Newark, DE 19711, which is on the north side of the Newark Train Station railroad tracks, and west of South College Avenue (SR 896). The main entrance on Phillips Avenue can be accessed by turning south from West Park Place onto Orchard Road, east on Ritter Lane and south on Phillips Avenue.

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.

The Contractor is required to have or obtain a City contractor's license and State of Delaware business license prior to starting the work. The Contractor is required to obtain any permits required for completion of the work. The fees for City of Newark permits, if applicable, will be waived.

4. COORDINATION

- A. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation,

connection, and operation.

- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate removal of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Coordinate with the City to detour the pedestrian sidewalk access along the frontage of the project site.

5. SUBMITTALS

The Contractor shall submit an **electronic copy** of each submittal for review and approval by the Owner. Provide submittals in accordance with specifications. For scheduling purposes, the Contractor shall allow for a ten (10) business day review time by the Owner. Comments and Approvals will be returned in a digital format. The Contractor shall provide, at minimum, all submittals identified in the specifications. Each shop drawing shall contain only one work item and shall be consecutively numbered before submission. Additional submittals may be requested at the discretion of the Owner.

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the sites.

7. SECURITY AND SITE ACCESS

The Contractor is responsible for security of his equipment and materials related to the work. The Contractor is responsible to maintain the work site in a safe and orderly manner.

Contractor is required to maintain a secure perimeter around each work area. Pedestrian walkways shall be always open except when they must be closed for construction purposes.

- A. Driveways, Walkways and Entrances: Keep driveways and entrances clear and accessible at all times. Do not use these areas for parking or storage of materials.
- B. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- C. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Prior to mobilization, the Contractor shall take a pre-construction video or photographs of any such areas to be used for access, staging, or work during the project and submit to the Owner. Video or photographs shall be used to document any existing damage or deteriorated conditions.

It shall be the responsibility of the contractor to obtain permission from any neighboring

property owner if said contractor finds it necessary to enter upon or use in any manner the property of any neighbor for the expedition of the contractor's work.

8. WORK RESTRICTIONS

- A. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work at the site to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated or approved by City of Newark.
- C. Any and all work within a DelDOT right-of-way shall be in accordance with DelDOT work restrictions and traffic control requirements which may require nighttime work activity inside the right-of-way when impacting the travel lanes.
- D. Weekend Hours: Weekend hours must be approved by the City. Contractor must submit request to work on weekends at least five (5) business days in advance of the projected work date.
- E. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than five (5) days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- F. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption with Owner.
 - 1. Notify Owner not less than two (2) days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- G. Controlled Substances: Use of tobacco products and other controlled substances on Project sites is not permitted. See Office of Management and Budget – Drug Testing Requirements for further information regarding controlled substances.
- H. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. SITE CONSTRUCTION AND EXISTING UTILITIES

- A. The Contractor is responsible to account for and consider existing site conditions and existing utilities. Prior to starting any work, the Contractor shall contact Miss Utility of Delmarva at

1-800-282-8555 or 811 for a utility mark out. The Contractor is responsible for locating and protecting existing utilities for the duration of the work.

- B. The failure to show on the contract drawings any existing utilities shall not relieve the contractor of his responsibility in determining the locations of utilities.
- C. Any damage done to existing utility lines, services, poles and structures shall be repaired or replaced by the Contractor at his own expense. The Contractor shall notify all possible owners of utilities in the areas where work is to be done and the schedule and extent of such work.

10. EXAMINATION OF SITE, DRAWINGS, ETC.

Before submitting proposals, bidders shall inform themselves fully of the nature of the work by a personal examination of the site and the drawings and by such other means as they may prefer or consider necessary, as to matters, conditions and considerations bearing on or in any way affecting the preparation of their proposals and the contract. They shall not, at any time after submission of the proposal, dispute the accuracy of such drawings or the specifications and the general conditions nor assert that there is any misunderstanding in regard to the location, extent or nature of the work to be performed.

11. STARTING DATE, SEQUENCE OF CONSTRUCTION & COMPLETION DEADLINE

The starting date of this contract will be as specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to sequence of construction shall be that of the Owner.

12. SUPERVISION OF WORK AND COORDINATION

The Contractor shall supervise the work and shall secure full cooperation of all subcontractors, if any, to complete the work with a minimum interference from the operating personnel of the Owner.

13. COORDINATION WITH THE OWNER

The Contractor shall coordinate all activities with the Owner. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

14. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City, the contractor shall take down or uncover portions of the finished work.

- B. The contractor agrees that in the event that any of the material or work, or both, shall be rejected as defective or unsuitable by the City, the material shall be replaced and the work shall be done again immediately to the satisfaction and approval of the City at the cost and expense of the Contractor.
- C. Any omission or failure on the part of the City of Newark or its inspectors to disapprove or reject any defective work or materials shall not be construed to be acceptance of any defective work or material.
- D. Contractor and City Inspector must agree on additional work required outside of the contract documents. A daily time and material log for all additional work shall be supplied by the contractor and signed by the City Inspector.

15. PROTECTION TO PUBLIC AND PROPERTY

- A. The contractor shall insure protective measures to the general public and to occupants of property along and adjacent to the work area.
- B. The contractor is responsible for any and all damage or injury of any kind which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- C. If any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

16. SAFETY PRECAUTIONS

- A. The Contractor shall execute work under this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner being notified and obtaining their agreement.
- B. Streets, roads and driveways used by the contractor for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be

repaired at the contractor's expense.

17. RIGHT-OF-WAY

All operations shall be confined to the assigned work area. The City will provide no right-of-way over other properties. The contractor shall take every precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roads shall not be obstructed in such a way as to cut off traffic. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

18. TRAFFIC CONTROL AND ROAD SIGNS

- A. The contractor shall be responsible for traffic control for the duration of the project, as needed, and shall coordinate traffic control plans and obtain necessary permits from the Owner for work on city-owned roads. The contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD).
- B. The Contractor shall provide notice to the City seven (7) calendar days in advance of any planned road or entrance closure. All closures shall be at the discretion of the City.

19. EXCAVATED MATERIAL

It shall be the responsibility of the Contractor to dispose of all excavated material which, in the opinion of the City, is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the Contractor.

20. DUST CONTROL/EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the Contractor to handle dust control on this project and necessary erosion and sediment controls required by the City and State, including, but not limited to, compost filter socks. The City Inspector shall make the final determination on necessary measures.

21. WATER SUPPLY

The Contractor shall not use City fire hydrants without permission and advance notice. The Contractor shall schedule and perform work in a manner that minimizes disruption of water service to City of Newark customers. The Contractor shall not operate any water valves unless permission in writing is granted by the City.

22. JOB SITE MAINTENANCE, RESTORATION AND CLEANUP

The contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site. The contractor is required to keep the work area clean during construction and remove trash as it accumulates. Roads shall be kept clean and free of mud, debris and dirt. At the direction of the City Inspector, the contractor is responsible for the cost of street sweeping and maintenance required for upkeep of clean road surfaces.

23. PROJECT MEETINGS

Progress meetings shall be scheduled and held monthly during construction and shall be facilitated by the City or the City's representative.

24. DRAWINGS

Project Drawings are included as an attachment.

25. BID ITEMS

Bidders must provide prices on the Proposal form including all adjustment bid items. The Owner reserves the right to delete from the Contract one or more items listed and the right to add or subtract from the quantity of each item. The total price to be paid will be adjusted in accordance with the Contractor's unit prices as required above. There will be no extra compensation or increase in unit prices in the Proposal if such additions and/or deletions are made to quantities.

26. BASIS OF PAYMENT

Payment for these items shall be included in the unit prices for each item as described in the Proposal. All other items, methods, and materials necessary to complete the work described in each pay item shall be incidental to the bid item the work is being completed under.

27. METHOD OF MEASUREMENT AND INCIDENTALS DETERMINATION

The measurement of payment shall be for the installation of the materials listed in the Proposal in accordance with the units indicated below. All work required to complete the work outlined in the proposal shall be incidental to the unit cost provided for the item the work is being conducted under.

Bid Item 1 – Field Operations Complex Perimeter Fencing Replacement: Payment will be paid for at the lump sum price. Price and payment will constitute full compensation for mobilization and demobilization; excavating and backfilling for footings; furnishing and placing concrete for footings; removal and disposal of existing fencing, gates, and appurtenances; furnishing and installing all materials including posts, fittings, hardware,

chain-link fence fabric, barbed wire and slats; pavement and yard restoration; providing site security/temporary fencing; and all equipment, labor, supervision, tools and incidentals and any other measures required to complete the work identified on the plans and specifications.

Bid Item 2 – 3’ Wide Pedestrian Swing Gate with Panic Bar Egress and Keyed Lever Entry:

This item is measured per each. Price and payment will constitute full compensation for furnishing and installing all materials for a 3’ wide pedestrian swing gate swing gate including posts, fittings, panic bar hardware, hinges, latches, locks, door closer, barbed wire and slats; and all other appurtenant labor, work, supervision, tools, equipment, materials, and all other items incidental thereto.

Bid Item 3 – Double Leaf Swing Gate Replacement: Payment will be paid for at the lump sum price. Price and payment will constitute full compensation for furnishing and installing all materials to replace in-kind a double leaf swing gate with width to match existing double leaf swing gate, including posts, fittings, hardware, hinges, latches, locks, chain-link fence fabric, barbed wire and slats; and all other appurtenant labor, work, supervision, tools, equipment, materials, and all other items incidental thereto.

28. AVAILABLE BACKGROUND INFORMATION

Maps, photographs, and other documents provided herein form a part of this Bid Specification to the extent referenced and provide detailed information about the Project Location, and existing conditions of the site(s). The documentation is provided, for informational purposes only and for the sole use of the Contractor. The City makes no claims as to the correctness or accuracy of the data provided therein. The Contractor shall review and determine for themselves the correctness and accuracy of the information before incorporating and relying on the prior work as part of their work product to the City.

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 23-16 and binds himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	Newark Field Operations Complex				
1	Perimeter Fencing Replacement	LS	1		
2	3' Wide Pedestrian Swing Gate with Panic Bar Egress and Keyed Lever Entry	EA	5		
3	Double Leaf Swing Gate Replacement	LS	1		
BID TOTAL:					

CITY OF NEWARK

Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT
PROPOSAL (CONT.)

We acknowledge that we **are/are not (circle one)** registered on www.sam.gov. We also acknowledge that there are no exceptions noted against us as outlined on www.sam.gov.

Our unique entity identifier (UEI), as outlined on www.sam.gov is (write N/A if none): _____

We acknowledge receipt of addendum(a) numbers: _____

Exceptions: _____

Contact Information for Notice of Award/Rejection (If different from below): _____

Project to be Completed by _____

BIDDER: _____

DATE: _____

SUBMITTED BY:

Legally Authorized Representative Signature

Print Name

Title

Address Line 1

Email Address

Address Line 2

Telephone Number

City, State, ZIP Code

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____
_____ in the County of _____ and State of _____
_____ Principal, and _____ of _____
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____
_____ Dollars, to be paid to said City of Newark for use and benefit
of the Mayor and Council of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators and successors, jointly and severally,
for and in the whole, firmly by these presents. Sealed with our seals, dated the _____ day of _____
_____ in the year of our Lord, two thousand and twenty-three (2023).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal _____
_____ who has submitted to said City of Newark, a certain proposal to
enter into a certain Contract No. 23-16, FIELD OPERATIONS COMPLEX PERIMETER FENCING
REPLACEMENT, shall be awarded said Contract, and if said _____
_____ shall well and truly enter into and execute said contract and furnish therewith
such surety bond or bonds as may be required by the terms of said contract and approved by

said City of Newark, said contract, and said bond to be entered into within twenty (20) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF
WITNESS:

SIGNED: _____(SEAL)

BY: _____(SEAL)

SIGNED: _____(SEAL)

BY: _____(SEAL)

CITY OF NEWARK
Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20____.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20____.

My Commission expires _____

Notary Public

CITY OF NEWARK

Delaware

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

EQUAL OPPORTUNITY AFFIDAVIT

CERTIFICATION REGARDING COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS

The undersigned Bidder _____ (has, has not) previously performed work subject to the Presidents Executive Order Nos. 10925, 11114 or 11246.

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS

FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A certification of Non-Segregated Facilities, as required by the May 9, 1967 order (32 F.R. 7439, May 19, 1967), on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in orders is prescribed in 18 U.S.C. 10001.

Date: _____

Signature of Bidder or Prospective Contractor

Address (Including Zip Code)

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CITY OF NEWARK
DELAWARE

CITY OF NEWARK
DELAWARE

CONTRACT NO. 23-16

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

PROJECT SPECIFICATIONS

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END OF SECTION

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SECTION 01 33 00 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Owner's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Owner's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Owner and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Submittal Category: Action; informational.
 - d. Name of subcontractor.
 - e. Description of the Work covered.
 - f. Scheduled date for Owner's final release or approval.
 - g. Scheduled date of fabrication.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Owner's Digital Data Files: Electronic digital data files of the Contract Drawings will **not** be provided by Owner for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Resubmittal Review: Allow 7 days for review of each resubmittal.
- D. Paper submittals will not be accepted.
- E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-06 10 00.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Owner.
 4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Name and address of Owner.
 - f. Name of Contractor.
 - g. Name of firm or entity that prepared submittal.
 - h. Names of subcontractor, manufacturer, and supplier.
 - i. Category and type of submittal.
 - j. Submittal purpose and description.
 - k. Specification Section number and title.
 - l. Specification paragraph number or drawing designation and generic name for each of multiple items.
 - m. Drawing number and detail references, as appropriate.
 - n. Indication of full or partial submittal.
 - o. Transmittal number; numbered consecutively.
 - p. Submittal and transmittal distribution record.
 - q. Remarks.
 - r. Signature of transmitter.
 - s. Other necessary identification.
 - t. Remarks.
 5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
 - a. Project name.

- b. Number and title of appropriate Specification Section.
 - c. Manufacturer name.
 - d. Product name.
- F. Options: Identify options requiring selection by Owner.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked with approval notation from Owner's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Owner's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. Owner will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit copy of each submittal unless otherwise indicated. Owner will return annotated file.
 - 3. Informational Submittals: Submit copy of each submittal unless otherwise indicated. Owner will not return the copy.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

- a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on electronic sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
 - 3. Submit Shop Drawings as PDF electronic file only.
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of engineers and owners, and other information specified.
- D. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- G.
- H. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 OWNER'S ACTION

- A. Action Submittals: Owner will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action as follows:
 - 1. If a submittal is acceptable, it will be marked "No Exceptions." Two copies of the submittal will be returned to Contractor. Upon return of a submittal marked "No Exceptions Taken," Contractor may order, ship, or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
 - 2. If a shop drawing is marked "Exceptions as Noted," corrections to drawings are required. The Contractor is required to make the corrections indicated. The Contractor may order, ship, or fabricate the materials included on the submittal.
 - 3. If a submittal is unacceptable, a copy will be returned to Contractor noted "Revise and Resubmit".
 - a. The "Revise and Resubmit" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial approval procedure utilizing acceptable material or equipment.
- B. Informational Submittals: Owner will review each submittal and will not return it or will return it if it does not comply with requirements. Owner will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Owner without action.

END OF SECTION

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Spare parts and maintenance products.
 - 5. Final cleaning.
- B. Related Requirements:
 - 1. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 ACTION SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Submit closeout submittals specified in other Division 01 Sections, including project record documents, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 3. Submit test records.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 3. Complete final cleaning requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 2. Results of completed inspection will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment.
 - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection

or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list in sequential order.
 2. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer.
 - d. Name of Contractor.
 - e. Page number.
 3. Submit list of incomplete items in the following format:
 - a. MS Excel electronic file. Engineer will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.10 SPARE PARTS AND MAINTENANCE PRODUCTS

Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. Perform final clean-up of the site. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

END OF SECTION

SECTION 32 31 13 - CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Fence framework, fabric, and accessories.
 - 2. Excavation for post bases; concrete foundation for posts, and center drop for gates.
 - 3. Manual gates and related hardware.

1.2 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
- B. ASTM International (ASTM)
 - 1. ASTM A36 – Carbon Structural Steel
 - 2. ASTM A121- Standard Specification for Metallic-Coated Carbon Steel Barbed Wire
 - 3. ASTM A123 – Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
 - 4. ASTM A153 – Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - 5. AASTM A392 – Zinc-Coated Steel Chain-Link Fence Fabric
 - 6. ASTM A491 – Aluminum-Coated Steel Chain-Link Fence Fabric
 - 7. ASTM A569 – Steel, Carbon (0.15 Maximum Percent), Hot-Rolled Sheet and Strip Commercial Quality
 - 8. ASTM A780 – Standard Specification for Repair of Damaged and Uncoated Areas of Hot Dip Galvanized Coatings
 - 9. ASTM C94 (1996) – Ready-Mixed Concrete
 - 10. ASTM F552 - Standard Terminology Relating to Chain Link Fencing
 - 11. ASTM F567- Standard Practice for Installation of Chain Link Fence
 - 12. ASTM F626 - Standard Specification for Fence Fittings
 - 13. ASTM F668 - Specification for Polymer Coated Chain Link Fence Fabric
 - 14. ASTM F900 - Standard Specification for Industrial and Commercial Swing Gates
 - 15. ASTM F934 - Specification for Standard Colors for Polymer-Coated Chain Link
 - 16. ASTM F1043 - Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework
 - 17. ASTM F1183 - Standard Specification for Aluminum Alloy Chain Link Fence Fabric
 - 18. ASTM F1664 – Standard Specification for Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used With Chain Link Fence
 - 19. ASTM F1665 – Standard Specification for Polyvinyl Chloride (PVC) and Other Conforming Organic Polymer-Coated Steel Barbed Wire Used With Chain Link Fence
 - 20. ASTM F3000 - Standard Specification for Polymer Privacy Insert Slats for Chain Link Fabric and Privacy Chain Link Fabric Manufactured Containing Pre-Installed Privacy Slats

- C. Chain Link Fence Manufacturer's Institute
 - 1. Chain Link Fence Manufacturer's Institute Product Manual, latest revision

1.3 SUBMITTALS

- A. Action Submittals
 - 1. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.
 - 2. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for chain-link fences and gates.
 - a. Fence and gate posts, rails, and fittings.
 - b. Chain-link fabric, reinforcements, and attachments.
 - c. Accessories: Privacy slats.
 - d. Gates, locking mechanisms and hardware.
 - 3. Samples for Initial Selection: For components with factory-applied color finishes.
- B. Informational Submittals
 - 1. Qualification Data: For qualified factory-authorized service representative.
 - 2. Product Certificates: For each type of chain-link fence, and gate, from manufacturer.
 - 3. Product Test Reports: For framing strength according to ASTM F 1043.
 - 4. Field quality-control reports.
 - 5. Warranty: Sample of special warranty.
- C. Closeout Submittals
 - 1. Project Record Documents: Accurately record actual locations of property perimeter posts relative to property lines and easements.
 - 2. Keys: Provide locks that are keyed alike and 2 keys for each lock.

1.4 QUALITY CONTROL

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Perform Work in accordance with manufacturer's instruction.
- C. Submit manufacturer's erection and installation drawings and instructions that detail proper assembly and materials in the design for fence, gate, hardware and accessories.
- D. Submit erection and installation drawings along with manufacturer's catalog data for complete fence assembly, gate assembly, hardware assembly and accessories.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to site in an undamaged condition.
- B. Store materials off the ground.
- C. Protect materials from damage. Materials will be subject to inspection to ensure suitable condition prior to and during the work.
- D. Replace damaged fence materials at no additional cost to the Owner.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Faulty operation of gate accessories and mechanisms.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
- B. Warranty Period: Five years from date of Substantial Completion.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

PART 2 - PRODUCTS

2.1 CHAIN-LINK FENCING

- A. Material furnished shall be in good condition and shall not have been painted.
- B. All posts and rails shall be straight, true to section and of sufficient length for proper installation.
- C. Unless otherwise specified, hardware and accessories shall conform to the requirements of ASTM F626 and ASTM A123 or ASTM A153 as applicable for zinc-coating.

D. Post, framing and gate sizing shall be based on the following:

1. LINE FENCE FABRIC COMPONENT SIZING:
 - a. Line Fence Fabric Height: 8 feet
 - b. End, Corner & Pull Post: 3.5-inch O.D.
 - c. Line Post: 3-inch O.D.
 - d. Top & Bottom Rail: 1.625-inch O.D.
 - e. Footing: 12-inch Dia.
2. SINGLE LEAF GATE COMPONENT SIZING:
 - a. Single Leaf Gate Height: 8 feet
 - b. Gate Post: 3-inch O.D.
 - c. Gate Frame (4 sides): 1.875-inch O.D.
 - d. Footing: 12-inch Dia.
3. DOUBLE LEAF GATE COMPONENT SIZING
 - a. Double Leaf Gate Height: 8 feet
 - b. Gate Post: 4-inch O.D.
 - c. Gate Frame (4 sides): 2.375-inch O.D.
 - d. Heavy Duty Hinge: 3 per Leaf
 - e. Footing: 12-inch Dia.

2.2 CHAIN-LINK FENCE FABRIC

- A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage twist. Comply with CLFMI Product Manual and with requirements indicated below:
1. Fabric Height: 8 feet
 2. Mesh Size:
 - a. 2-inch diamond fabricated from 9-gage (0.148-inch) wire with top and bottom selvage twisted and barbed (measured prior to application of coating).
 3. Polymer-Coated Fabric:
 - a. ASTM F668, Class 2b.
 - b. Color: Black, ASTM F934.

2.3 FENCE FRAMING

- A. Line Posts, Corner, End, Pull Posts and Rails: Comply with ASTM F1043 for framing, including rails, braces, and line; terminal; and corner posts. Provide members with minimum dimensions and wall thickness according to ASTM F1043 based on the following:
1. Fence Height: 8'
 2. Frame and post sizing as indicated in Section 2.1.
 3. Light Industrial Strength: Material Group IC-L, round steel pipe, electric-resistance welded pipe.
 4. End, Corner and Pull Post: Horizontal Framework Members: Intermediate top and bottom rails complying with ASTM F1043.
 5. Brace Rails: Comply with ASTM F1043.
 6. Finish shall match fence fabric: Vinyl Coated Color: Black Class 2b fused and adhered.

2.4 BRACE ASSEMBLY

- A. Rails
 - 1. 1.25-inch nominal (1.660 O.D.) steel pipe.
 - 2. Vinyl Coated Color: Black Class 2b fused and adhered.
- B. Truss rod
 - 1. 3/8-inch O.D. with adjustable turnbuckles or truss tightener to match fabric type.
- C. Polymer coating over metallic coating.
 - 1. Color: Black, ASTM F934

2.5 STRETCHER BARS

- A. Bars shall be one-piece lengths of zinc-coated steel, not less than 2-inches shorter than the full height of the fencing fabric with a minimum cross section of 3/16-inch by 3/4-inch, ASTM F626.
- B. Polymer coating over metallic coating.
- C. Color: Black, ASTM F934.

2.6 TENSION WIRE

- A. Polymer-Coated Steel Wire: Marcellled (spiraled or crimped) No. 7 gauge, (0.177-inches) diameter, ASTM A824, ASTM F1664.
- B. A tension wire is required at the bottom of each fence where a bottom rail is not required.
- C. Polymer coating Class 2b over-coated steel wire. Color Black, ASTM F934.

2.7 BARBED WIRE

- A. PVC coated barbed wire in compliance with ASTM F1665, coating class and color to match chain link fabric. Double strand twisted 14 gauge, 0.80-inch PVC coated strand wire, 14 gauge 0.80-inch zinc coated or aluminum alloy 4-point barbs spaced 5-inches on center.

2.8 HARDWARE AND TIES

- A. Hardware & tie finish shall match that of fence fabric used.
- B. Miscellaneous hardware, including but not limited to nuts, bolts, washers, clips, bands, rail ends, brackets, and straps shall be provided as required, hot-dip galvanized steel or aluminum alloy, ASTM F626.

- C. Tension bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.078-inches and a minimum width of 3/4-inch.
- D. Brace bands shall be formed from flat or beveled steel and shall have a minimum thickness after galvanizing of 0.108-inches and a minimum width of 3/4-inch.
- E. Wire ties shall be minimum 16-gage galvanized steel wire or minimum 9-gage aluminum alloy wire.
- F. All fasteners shall be hot-dip galvanized, ASTM F2329.
- G. Bolts: Steel, ASTM A307.
- H. Washers: Steel, round, ASTM F844.
- I. Bolts: Steel, ASTM A563 Grade A, hex head.

2.9 FITTINGS

- A. General: Comply with ASTM F626.
- B. Post Caps: Provide for each post.
 - 1. Provide line post caps with loop to receive top rail.
 - 2. Post caps shall be mechanically fastened to posts to prevent removal.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
 - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
 - 2. Rail Clamps: Line and corner boulevard clamps for connecting intermediate and bottom rails in the fence line-to-line posts.
- E. Tension and Brace Bands: Pressed steel.
- F. Tension Bars: Steel, length not less than 2 inches (50 mm) shorter than full height of chain-link fabric. Provide one bar for each gate and end post, and two for each corner and pull post, unless fabric is integrally woven into post.
- G. Truss Rod Assemblies: Steel, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- H. Barbed wire supporting arms: Type I, 45°, 3 strand single arm, galvanized pressed steel barb arm per ASTM F626 with provisions for attaching barbed wire. Provide arms with loop hole for applications using top rail. Arms shall withstand 250 lb. downward pull at outermost end of arm without failure.
- I. Tie Wires, Clips, and Fasteners: ASTM F 626.
 - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:

- J. Hot-Dip Galvanized Steel: 0.148-inch- (3.76-mm-) diameter wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.
- K. Finish:
 - 1. Metallic Coating for Pressed Steel or Cast Iron: Not less than 1.2 oz. /sq. ft. (366 g /sq. m) zinc.
 - 2. Polymer coating over metallic coating.

2.10 GATES

- A. Gate Construction: ASTM F900. Corners welded or assembled with special malleable or pressed-steel fittings and rivets or bolts to provide rigid connections.
- B. Pipe and Tubing:
 - 1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing.
- C. Posts: Round tubular steel.
 - 1. Size: Refer to Section 2.1 for post sizes based on fence height and gate type.
- D. Gate Frames and Bracing: Round tubular steel.
 - 1. Size: Refer to Section 2.1 for post sizes based on fence height and gate type.
- E. Assemble gate frames by welded connections. When width of gate leaf exceeds 10 feet, install mid-distance vertical tubing of the same size and weight as frame members. When either horizontal or vertical bracing is not required, provide truss rods as cross bracing to prevent sag or twist.
- F. Horizontal bracing shall be used on all gates.
- G. Wire Fencing Fabric: Fabric shall match that of fence, attached securely to frame at intervals not exceeding 15-inches.
- H. Hardware:
 - 1. Hinges: 180-degree outward swing for all single leaf gates. 180-degree inward swing for the double leaf gate.
 - 2. Refer to Section 2.1 for quantities and type based on gate type.
 - 3. Pedestrian gates shall be equipped with panic hardware including keyed lever entry and header with door closer.
 - a. The panic hardware operating mechanism shall be equipped with guards that prevent unauthorized operation by individuals outside of the site.
 - b. Manufacture all locking hardware from pressed steel or equivalent materials.
 - c. Cast iron hardware is not acceptable.
- I. Hinge brackets shall be tack welded after install and coated.
- J. Open gate position shall lie parallel to adjacent fence line.

1. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.
2. All gates shall be equipped with hot-dipped galvanized steel hinges and latch with provisions for padlocking.
3. Double gates and single gates with leaf width 4 feet and greater shall be equipped with a minimum ½" drop bar, lockable latch receivers and gate hold backs, one each leaf.
4. Hinges shall be cast steel hinges capable of 180 degree opening. Tack weld hinge brackets to the steel post after installation to lock each hinge to the gate post and prevent sagging. No-lift-off type hinges. Box type hinges are not acceptable.
5. Gate Leaves: Configured with intermediate members and diagonal truss rods or tubular members as necessary to provide rigid construction, free from sag or twist.
6. Latches, hinges, stops, keepers and other hardware items shall be furnished as required for proper operation.

2.11 CONCRETE

- A. Concrete shall conform to ASTM C94; or pre-packaged concrete mix, ASTM C387. Minimum 28-day compressive strength of 3,000 psi. No air entrainment.

2.12 ACCESSORIES

Privacy slats:

1. Manufactured from quality high density virgin polyethylene and ultraviolet inhibitors, having a 25-year limited warranty against color fading or breakage of slats.
2. Color: Black, ASTM 934

PART 3 - EXECUTION

3.1 GENERAL

- A. Install fence with properly trained crew as shown on the drawings in accordance with ASTM F567.
- B. Install all nuts for tension bands and hardware bolts on the side of the fence opposite the fabric.

3.2 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for a verified survey of property lines and legal boundaries, site clearing, earthwork, pavement work, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.3 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 500 feet or line of sight between stakes. Indicate locations of utilities.

3.4 INSTALLATION-GENERAL

- A. Install chain-link fencing to comply with ASTM F567 and more stringent requirements indicated.
 - 1. Install fencing on established boundary lines inside property line.

3.5 CHAIN-LINK FENCE INSTALLATION

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacings indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil. When existing conditions allow, set posts at indicated spacing into improved surfaces (pavement).
 - 1. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
 - 2. Concrete post footings shall be 6-inches deeper than the bottom of the post and no less than 12-inches in diameter. Holes shall be clean and free of loose soil and debris. Concrete shall be placed continuously in one operation and tamped or vibrated for consolidation. Tops of the concrete footings shall be crowned to shed water.
 - 3. Gate post/footings shall be installed a minimum of 36-inches below grade.
 - 4. All corner, end posts, and gate posts shall be braced.
- C. Brace each gate and corner post to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail one bay from end and gate posts.
- D. Corner and terminal posts are to be braced horizontally and diagonally. The braces are to extend over one adjacent panel. Changes in line of 30 degrees or more shall be considered as corners.
- E. Braces and truss rods shall be securely fastened to posts with appropriate hardware.
- F. Pull posts with two braces shall be provided for all heights where changes in horizontal or vertical alignment of ten (10) degrees or more occur.
 - 1. Concrete Fill: Place concrete around posts to dimensions indicated and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
- G. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F567 and terminal pull posts at changes in horizontal or vertical alignment of 15 degrees or more.
- H. Line Posts: Space line posts uniformly as indicated on the Drawings. Spacing shall be 8 feet on-center.

- I. Post Bracing and Intermediate Rails: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts.
 - 1. Horizontal braces at mid-height of fabric 72 inches or higher, on fences with top rail and at two-third fabric height on fences without top rail. Install so posts are plumb when diagonal rod is under proper tension.
- J. Tension Wire: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Pull wire taut, without sags. Fasten fabric to tension wire with 0.120-inch-diameter hog rings of same material and finish as fabric wire, spaced a maximum of 24 inches on center. Install tension wire in locations indicated before stretching fabric. Provide horizontal tension wire at the following locations:
 - 1. Extended along top and bottom of fence fabric. Install top tension wire through post cap loops. Install bottom tension wire within 6 inches of bottom of fabric and tie to each post with not less than same diameter and type of wire.
- K. Top Rail: Install according to ASTM F567, maintaining plumb position and alignment of fencing. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts. Provide expansion couplings as recommended in writing by fencing manufacturer.
- L. Intermediate and Bottom Rails: Install and secure to posts with fittings.
- M. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 1 inch between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
- N. Tension or Stretcher Bars: Thread through fabric and secure to end, corner, pull, and gate posts with tension bands spaced not more than 15 inches on-center.
- O. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F626. Bend ends of wire to minimize hazard to individuals and clothing.
 - 1. Maximum Spacing: Tie fabric to line posts at 12 inches on-center and to braces at 24 inches on-center.
- P. Fasteners: Install nuts for tension bands and carriage bolts on the side of the fence opposite the fabric side.
- Q. Barbed Wire:
 - 1. Uniformly space and stretch barbed wire between terminal posts. Attach barbed wire to the terminal posts using bands and snap and secure barbed wire into each line post barb arm slot.
- R. Fabric:

1. Do not install fabric until concrete post footings have cured seven (7) days. Provide fabric of the height specified. Install fabric on the public side of the fence, with bottom no greater than 2-inches above the ground surface. Fabric shall be pulled taut to prevent sagging and provide a uniform smooth appearance. Fasten fabric to line posts at intervals not exceeding 15-inches with ties as specified.
2. Install tension wire in one continuous length between pull posts, weaved through fence fabric at top. Tension wire shall be applied to provide a wire without visible sag between posts. Fasten fabric to tension wire at intervals not exceeding 24-inches with ties or hog rings as specified.
3. Where it is not practicable to conform the fence to general contour of the ground, as at ditches, channels, etc., the opening beneath the fence shall be enclosed with chain link fabric and sufficiently braced to preclude access, but not to restrict the flow of water.

3.6 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach fabric as for fencing. Attach hardware using tamper resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.
- B. Provide swing gates at the locations and dimensions shown on the Drawings. Do not install gates until concrete post footings have cured seven days.
- C. Gates shall be installed plumb, level, and secure, with full opening without interference. Hardware shall be installed and adjusted for smooth operation and lubricated where necessary.
- D. Provide concrete center drop to footing depth and suitable drop rod sleeve at each leaf at center of double gate openings.
- E. Gates shall open 180 degrees, fully so that gate leaf lies parallel to adjacent fence.

3.7 ADJUSTING

- A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- B. Lubricate hardware and other moving parts.

END OF SECTION



CITY OF NEWARK
DELAWARE

ATTACHMENT 1

PROJECT DRAWINGS, SHEETS 1-3

FIELD OPERATIONS COMPLEX PERIMETER FENCING REPLACEMENT

CITY OF NEWARK, NEW CASTLE COUNTY, DELAWARE

AUGUST 2023

CONTRACT NO. 23-16

PREPARED FOR:

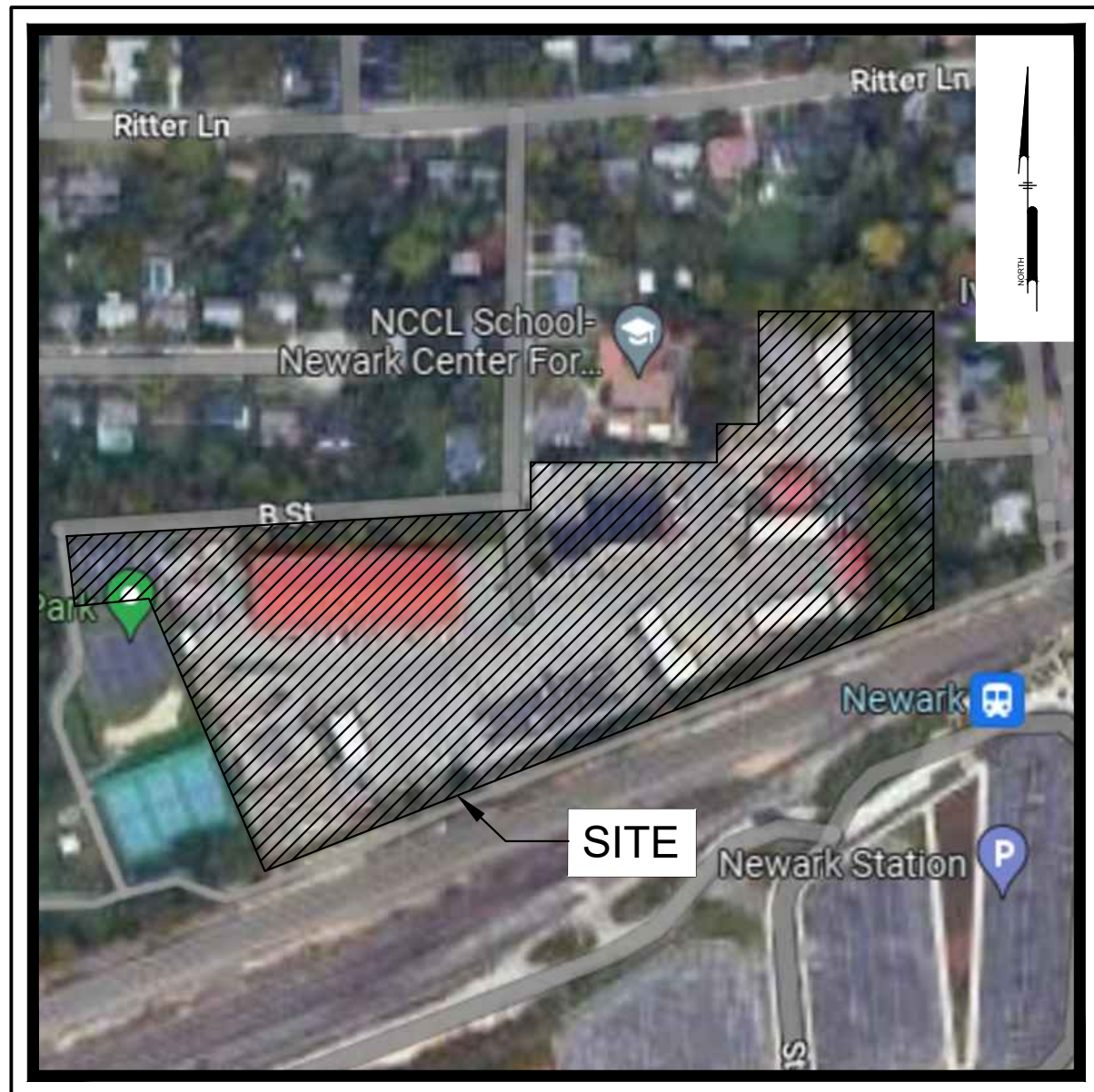
CITY OF NEWARK

220 SOUTH MAIN STREET

NEWARK, DE 19711

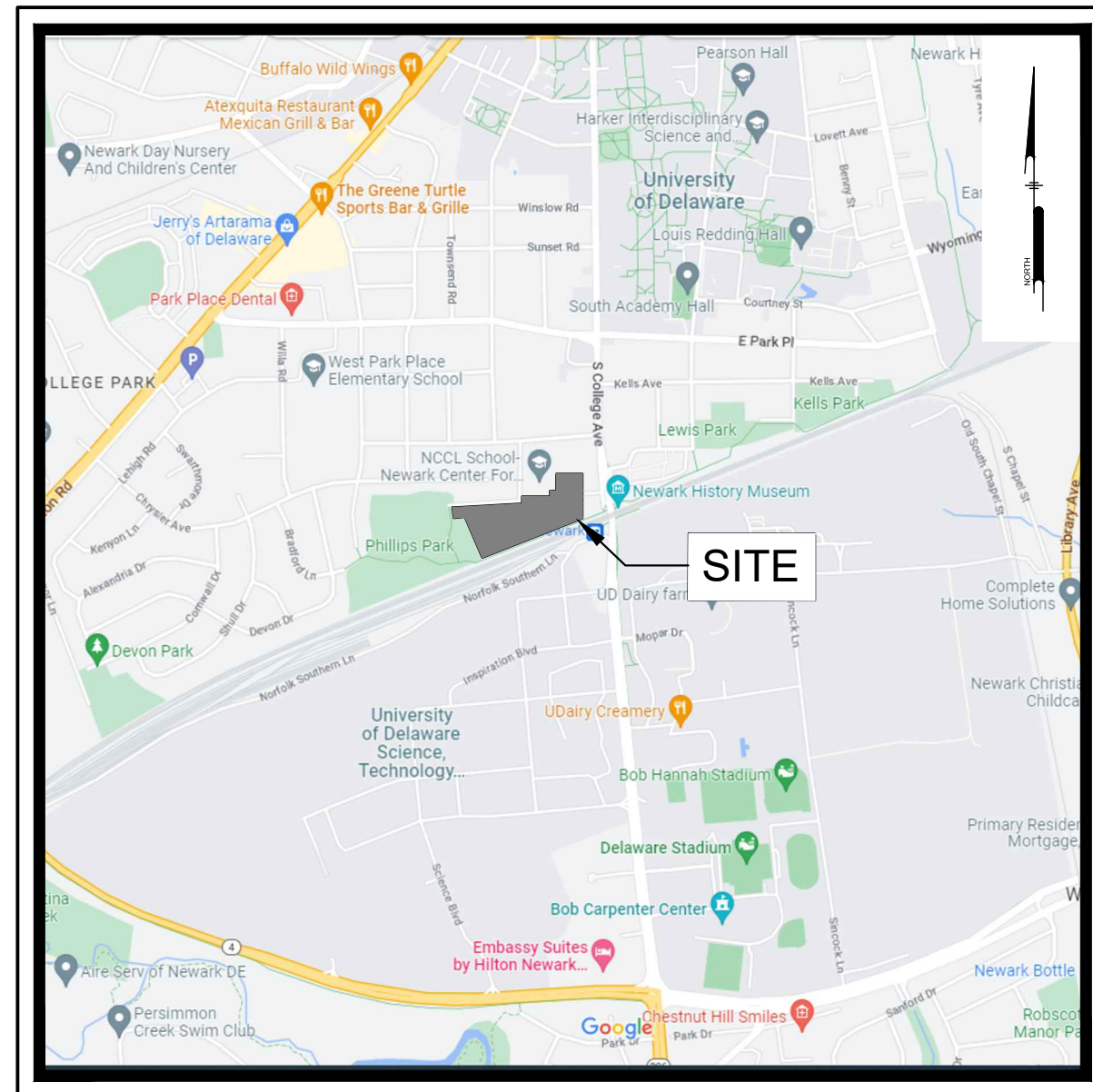
(302) 366-7000

SHEET LIST TABLE		
SHEET	DWG	SHEET TITLE
1	CS0001	COVER SHEET
2	CS0501	EXISTING CONDITIONS AND DEMOLITION PLAN
3	CS1001	SITE PLAN



AERIAL MAP

Scale: 1" = 100'



LOCATION MAP

Scale: 1" = 2000'

PREPARED BY:

PENNONI ASSOCIATES INC.



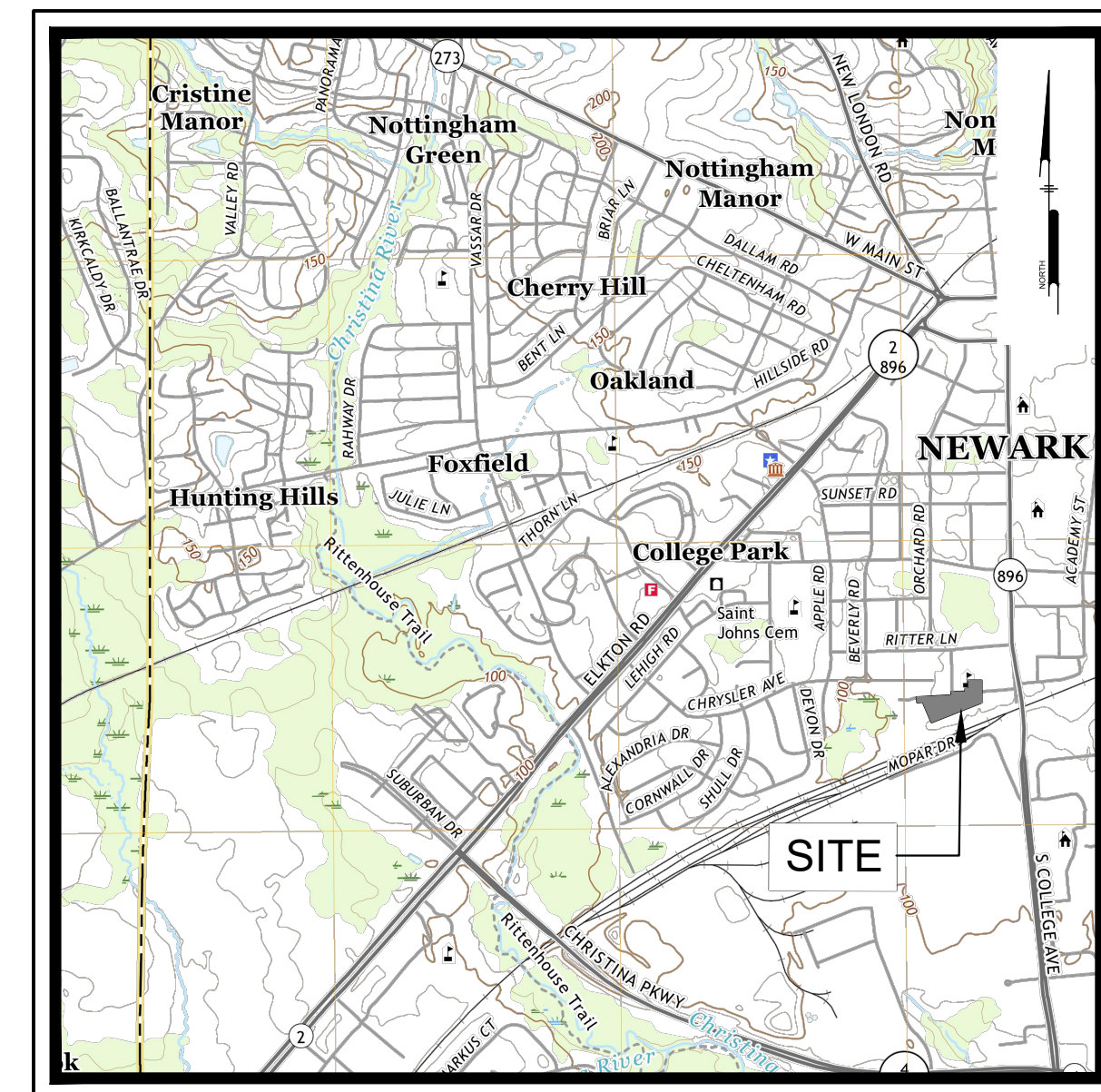
Christiana Executive Campus
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T 302.655.4451
F 302.654.2895

GENERAL NOTES:

THE ENGINEER FOR THE PROJECT IS:
PENNONI ASSOCIATES INC.
121 CONTINENTAL DRIVE
SUITE 207
NEWARK, DE 19713
PHONE: (302) 655-4451

THE OWNER FOR THIS PROJECT IS:
CITY OF NEWARK
220 SOUTH MAIN STREET
NEWARK, DE 19711

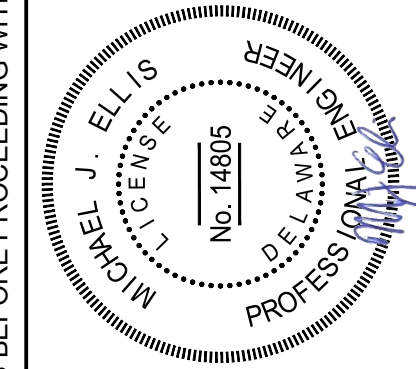
- THE FOLLOWING ARE GENERAL CONSTRUCTION CONTACT NUMBERS FOR THIS PROJECT:
CITY OF NEWARK PUBLIC WORKS AND WATER RESOURCES 302-366-7000
MISS UTILITY OF DELMARVA 1-800-282-8555
- THE PROJECT IS LOCATED IN THE CITY OF NEWARK, NEW CASTLE COUNTY, DELAWARE.
- HORIZONTAL CONTROLS ARE BASED ON DELAWARE STATE PLANE COORDINATE GRID, NORTH AMERICAN DATUM OF 1983 (NAD83/1991).
- VERTICAL CONTROLS ARE BASED ON NATIONAL GEODETTIC VERTICAL DATUM (NGVD/88).
- THIS DRAWING IS BASED ON A SURVEY FILE PROVIDED BY THE CITY OF NEWARK NAMED "WAREHOUSE", DATED DECEMBER 2005. THIS FILE WAS GENERATED ON AN ASSUMED COORDINATE SYSTEM. ADDITIONAL FEATURES HAVE BEEN ADDED TO THIS RENDERING BASED ON A PENNONI SURVEY OF THE LOCATION OF THE FENCE LINE ALONG THE EASTERN PROPERTY LINE, AS WELL AS RECORDED PLANS AND DEEDS, FIELD OBSERVATIONS, AERIAL IMAGERY, AND GEOSPATIAL DATA.
- PARCEL LINES, PROPERTY INFORMATION, AND EXISTING BUILDINGS WERE INCORPORATED FROM GIS SHAPEFILE DATA DOWNLOADED FROM THE NEW CASTLE COUNTY GEOGRAPHIC INFORMATION SYSTEMS MAP VIEWER (HTTP://GIS.NCCDE.ORG/GIS_VIEWER/). PARCEL DATA WAS DOWNLOADED AS A .SHP FILE AND IMPORTED INTO CAD. THE SURVEY FILE WAS THEN ALIGNED TO THE PARCEL INFORMATION AND AVAILABLE AERIAL IMAGES TO AN APPROXIMATE BEST FIT.
- THE CONTRACTOR MAINTAINS RESPONSIBILITY FOR LOCATION OF ALL UTILITIES, ABOVE & BELOW THE GROUND SURFACE, PRIOR TO START OF WORK, AND SHALL TAKE ADDITIONAL MEASURES AS REQUIRED TO ENSURE THAT UTILITIES ARE LOCATED IN ADVANCE OF ANY LAND DISTURBANCE. CONTRACTOR SHALL CONTACT MISS UTILITY CALL CENTER AT 1-800-282-8555 TO COORDINATE UTILITY LOCATION.
- FOR DETAILS NOT SHOWN ON DRAWINGS, AND FOR MATERIALS AND CONSTRUCTION METHODS, USE CITY OF NEWARK STANDARDS AND SPECIFICATIONS AND CONSULT WITH ENGINEER FOR ADDITIONAL INFORMATION.
- WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE FEDERAL, STATE AND LOCAL MUNICIPAL LAWS, BYLAWS, ORDINANCES AND REGULATIONS IN ANY MANNER AFFECTING THE CONDUCT OF THIS WORK AS WELL AS ALL ORDERS OR DECREES WHICH HAVE BEEN PROMULGATED OR ENACTED BY ANY LEGAL BODIES OR TRIBUNALS HAVING AUTHORITY OR JURISDICTION OVER THE WORK, MATERIALS, EMPLOYEES OR CONTRACT.
- CONTRACTOR SHALL PROTECT EXISTING PROPERTY MARKERS FROM BEING DISTURBED. IF A DISTURBANCE OCCURS, REPLACEMENT MUST BE DONE BY A LICENSED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING PERSONNEL SAFETY ON THE JOBSITE. GUIDELINES FOR CONSTRUCTION SAFETY SHALL BE IN ACCORDANCE WITH, BUT NOT LIMITED TO, THE CONSTRUCTION INDUSTRY OSHA SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION (PART 1926 STANDARDS), AND ANY LOCAL ORDINANCES OR CODES THAT MAY BE APPLICABLE.
- LOCATION AND ELEVATIONS OF EXISTING SITE FEATURES, UTILITIES AND WORK ARE BASED ON THE BEST AVAILABLE INFORMATION. EXACT LOCATIONS AND COMPLETENESS ARE NOT GUARANTEED. CONTRACTOR SHALL MAKE ALL REQUIRED FIELD MEASUREMENTS TO VERIFY EXISTING AND CONTRACT INTERFACE DIMENSIONS, LOCATIONS, AND OTHER CONDITIONS. FINAL LOCATIONS OF PIPES WILL BE DETERMINED IN THE FIELD. ANY CHANGES WILL BE APPROVED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR BY HIS/HER FAILURE TO NOT LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING HIS/HER WORK. ITEMS SHALL BE REPLACED WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER.
- EXISTING TREES, BUSHES, AND SHRUBS SHALL BE PROTECTED BY CONTRACTOR FROM ALL DAMAGE UNLESS IN DIRECT CONFLICT WITH NEW UTILITIES, STRUCTURES, OR EQUIPMENT.
- UNPAVED AREAS DISTURBED BY THE CONTRACTOR SHALL BE CLEARED AND GRUBBED IF REQUIRED, AND RESTORED WITH TOPSOIL AND SEED.
- ROADWAYS SHALL BE KEPT CLEAN AT ALL TIMES. ALL SOIL SPILLED, DROPPED, WASHED OR TRACKED ONTO ROADWAYS OR OTHER IMPERVIOUS SURFACES MUST BE REMOVED IMMEDIATELY.
- EXCAVATION OF ANY TYPE SHALL BE ACCOMPLISHED IN SUCH A MANNER THAT UNDERGROUND UTILITIES OR STRUCTURES ARE NOT DAMAGED. ALL ROADWAYS, PARKING AREAS, SIDEWALKS, AND OTHER STRUCTURES DISTURBED BY CONSTRUCTION IN OR OUTSIDE THE PROJECT AREA SHALL BE RETURNED TO THEIR ORIGINAL CONDITION OR BETTER AND SHALL BE GRADED TO MEET CONSTRUCTION AS DIRECTED BY THE ENGINEER. ALL COSTS RELATED TO THE REPAIR OF DAMAGED UTILITIES SHALL BE BORE BY THE CONTRACTOR.
- THE CONTRACTOR SHALL DIG TEST PITS TO DETERMINE THE SIZE, LOCATION AND DEPTH OF EXISTING UNDERGROUND UTILITIES. ANY CONFLICTS NOTED IN CONSTRUCTION SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE LOCATION AND ACTIVITIES OF HIS FORCES WITH THE OWNER AND ENGINEER TO MINIMIZE INTERFERENCE WITH EXISTING FACILITIES AND OPERATIONS.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO SECURE THE SITE FROM PUBLIC ACCESS AT THE COMPLETION OF EACH DAY'S WORK. SITE SECURITY IS REQUIRED AND SHALL BE PROVIDED BY ONE OF THE FOLLOWING COURSES OF ACTION (UPON RECEIVING APPROVAL FROM THE CITY):
A. PHASE THE PROJECT SO AS TO REMOVE ONLY THAT SECTION OF FENCE THAT CAN BE REPLACED AT THE COMPLETION OF EACH WORK DAY, OR;
B. FURNISH, INSTALL AND DISMANTLE AN 8-FOOT HIGH TEMPORARY CONSTRUCTION FENCE AND 3 (THREE) STRAND BARBED WIRE AND RAZOR RIBBON TOPPING AROUND THE WORK AREA AND EQUIPMENT, WHERE NECESSARY TO SECURE THE SITE FROM PUBLIC ACCESS. THE TEMPORARY FENCING SHALL BE INSTALLED BEFORE DEMOLITION WORK ON EXISTING FENCING STARTS AND SHALL REMAIN IN PLACE UNTIL PERMANENT CHAIN LINK FENCING AND GATES ARE COMPLETELY INSTALLED.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY EXCAVATION SOIL, DIRT, CONSTRUCTION TRASH OR DEBRIS, ETC., FROM THE PROJECT SITE IN AN EXPEDITIOUS MANNER AS CONSTRUCTION PROGRESSES.
- THE CONTRACTOR SHALL NOT DISTURB ANY UTILITY WITHOUT THE PRIOR APPROVAL OF ITS OWNER.
- ALL AREAS NOT SPECIFIED FOR CONSTRUCTION WHICH ARE DISTURBED AND DAMAGED BY THE CONTRACTOR SHALL BE RESTORED TO THE ORIGINAL CONDITIONS AT NO ADDITIONAL COST TO THE OWNER.
- IF CONTAMINATED SOIL IS ENCOUNTERED, DISCONTINUE WORK AND CONTACT THE OWNER AND ENGINEER.
- IF THE LAYOUT, LOCATIONS, OR INTENT OF THE PROPOSED WORK IS TO CHANGE IN ANY WAY FROM THE DESIGN/LAYOUT PROPOSED HEREIN, THE PROJECT MUST CEASE WORK UNTIL APPROPRIATE APPROVALS ARE RECEIVED/APPROVED BY THE OWNER AND ENGINEER BEFORE CONTINUING CONSTRUCTION. THIS SHALL BE AT NO ADDITIONAL COST TO THE OWNER.



USGS MAP

Scale: 1" = 2000'

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
AND OWNER MUST BE NOTIFIED OF ANY
DISCREPANCIES BEFORE PROCEEDING WITH WORK



FIELD OPERATIONS COMPLEX
PERIMETER FENCING REPLACEMENT

406 PHILLIPS AVENUE
NEWARK, DE 19711

COVER SHEET

CITY OF NEWARK

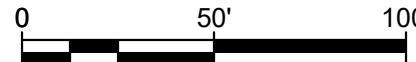
220 SOUTH MAIN STREET
NEWARK, DE 19711

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES
ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE
PROJECT. THEY ARE NOT INTENDED OR REPRESENTED
TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON
THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER
PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION
OR ADAPTATION BY PENNONI ASSOCIATES FOR THE
SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS
SOLE RISK AND WITHOUT LIABILITY OR LEGAL
EXPOSURE TO PENNONI ASSOCIATE, AND OWNER SHALL
INDOUBT AND HOLD HARMLESS PENNONI ASSOCIATES
FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES
ARISING OUT OF OR RESULTING THEREFROM.

PROJECT	CNEWK22007
DATE	2023-08-28
DRAWING SCALE	AS SHOWN
DRAWN BY	WJK
APPROVED BY	MJE

CS0001

SHEET 1 OF 3



PENNONI ASSOCIATES INC.
Christiana Executive Campus
121 Continental Drive, Suite 207
Newark, DE 19713-4310
T 302.655.4451 F 302.654.2895

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EXISTING CONDITIONS AND DEMOLITION PLAN

DATE	NO.	REVISIONS	BY
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ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF ANY DOCUMENTS FOR ANY OTHER OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

07
-28
VN
JK
JE

CS0501

SHEET 2 OF 3

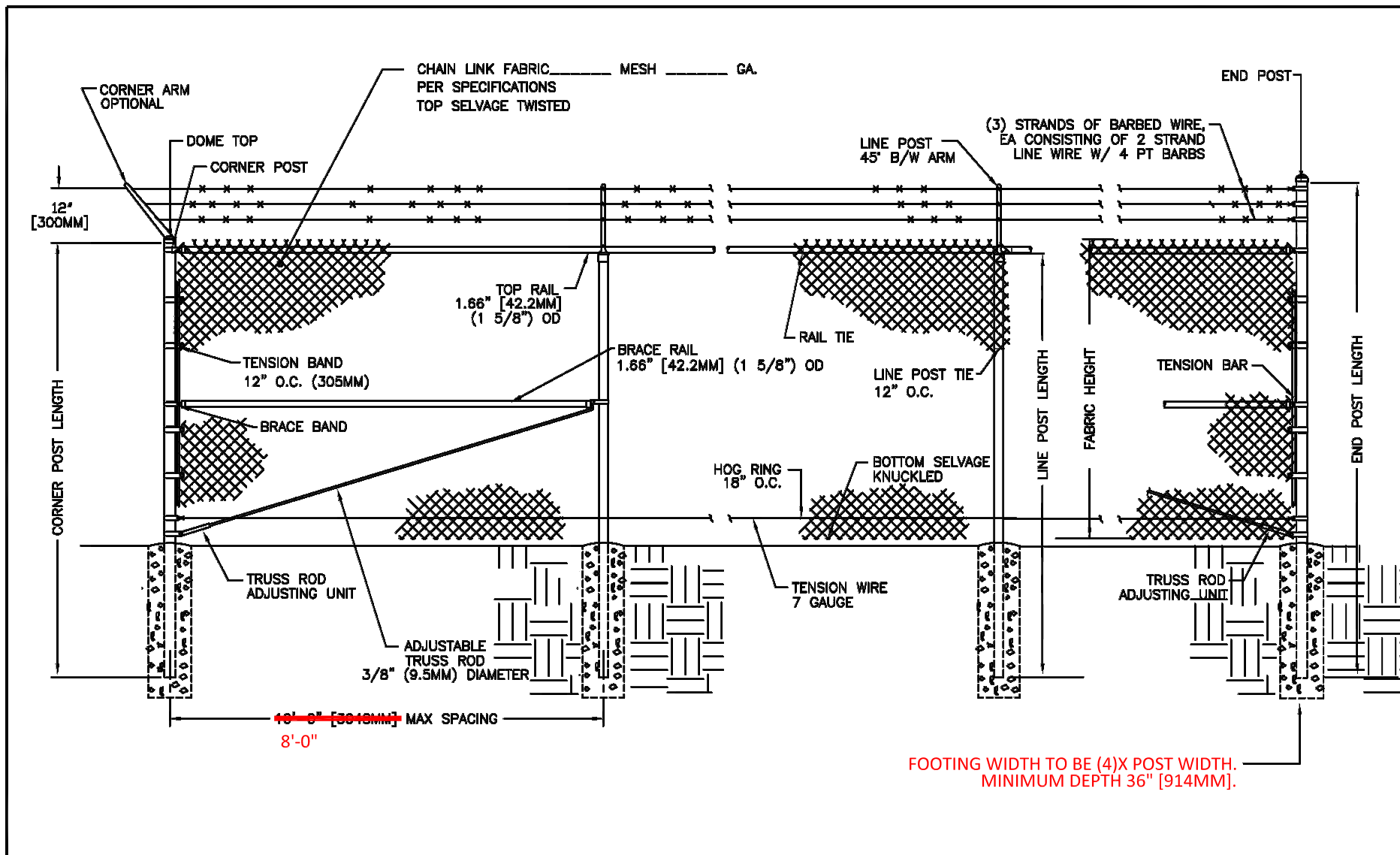
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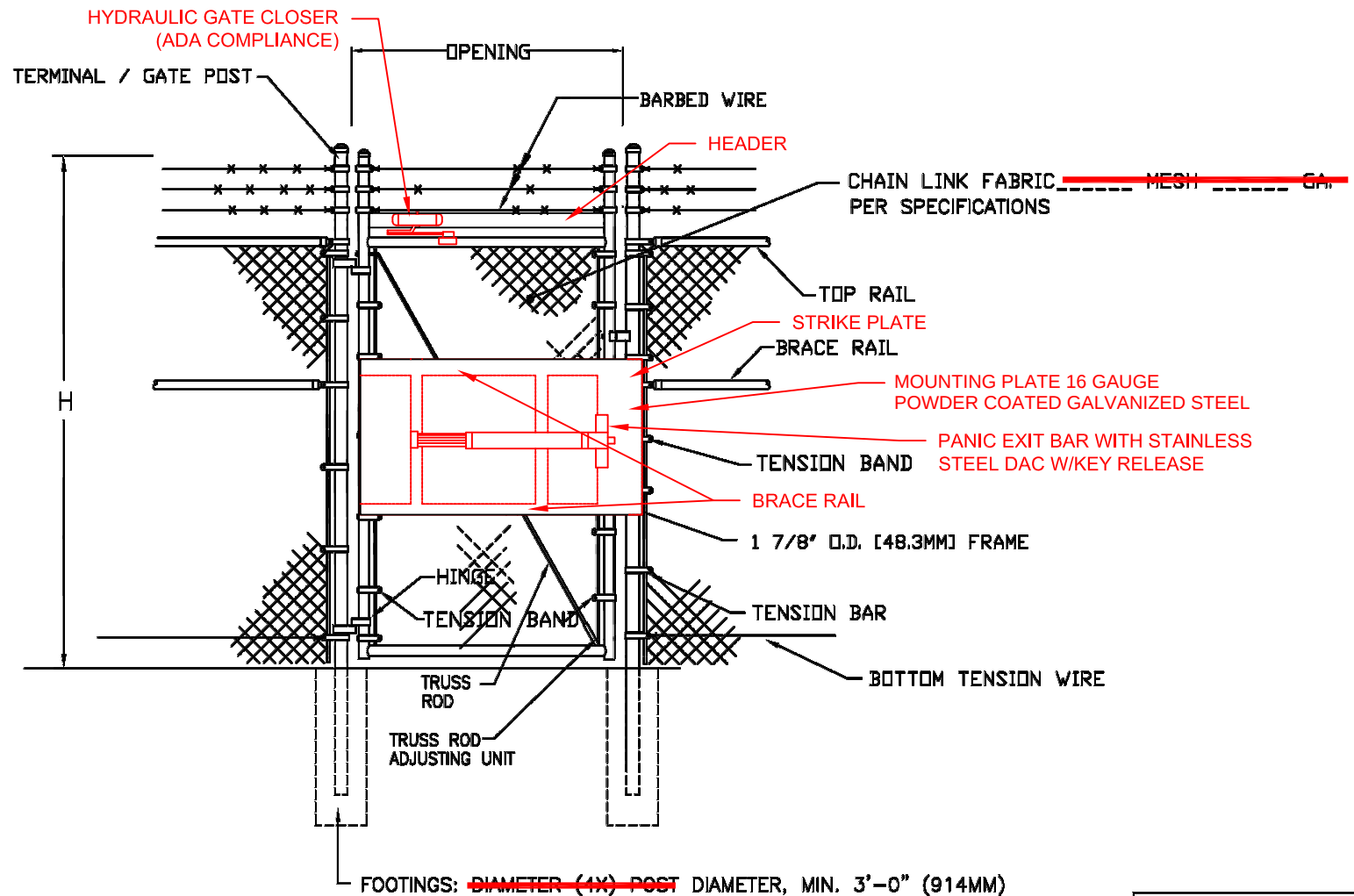
CITY OF NEWARK
DELAWARE

ATTACHMENT 2

PROJECT DETAIL SHEETS, SHEETS 1-4



 Chain Link Fence Manufacturers Institute 10015 Old Columbia Rd. Suite B 215 Columbia, MD. 21046	TYPICAL FENCE SECTION		CLFMI
	TYPICAL FENCE ELEVATION TOP RAIL / TRUSSED BRACE RAIL 3 STRANDS BARBED WIRE WITH BOTTOM TENSION WIRE		CLTA
	BY: ART	DATE: 02/11/10	SCALE: N.T.S.



NOTE:

1. VERTICAL AND HORIZONTAL MEMBERS MAXIMUM 8' O.C.

GATE PLAN

NOM HEIGHT (H)
6'-0" OR 6+1-7'
7'-0" OR 7+1-8'
8'-0" OR 8+1=9'



Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

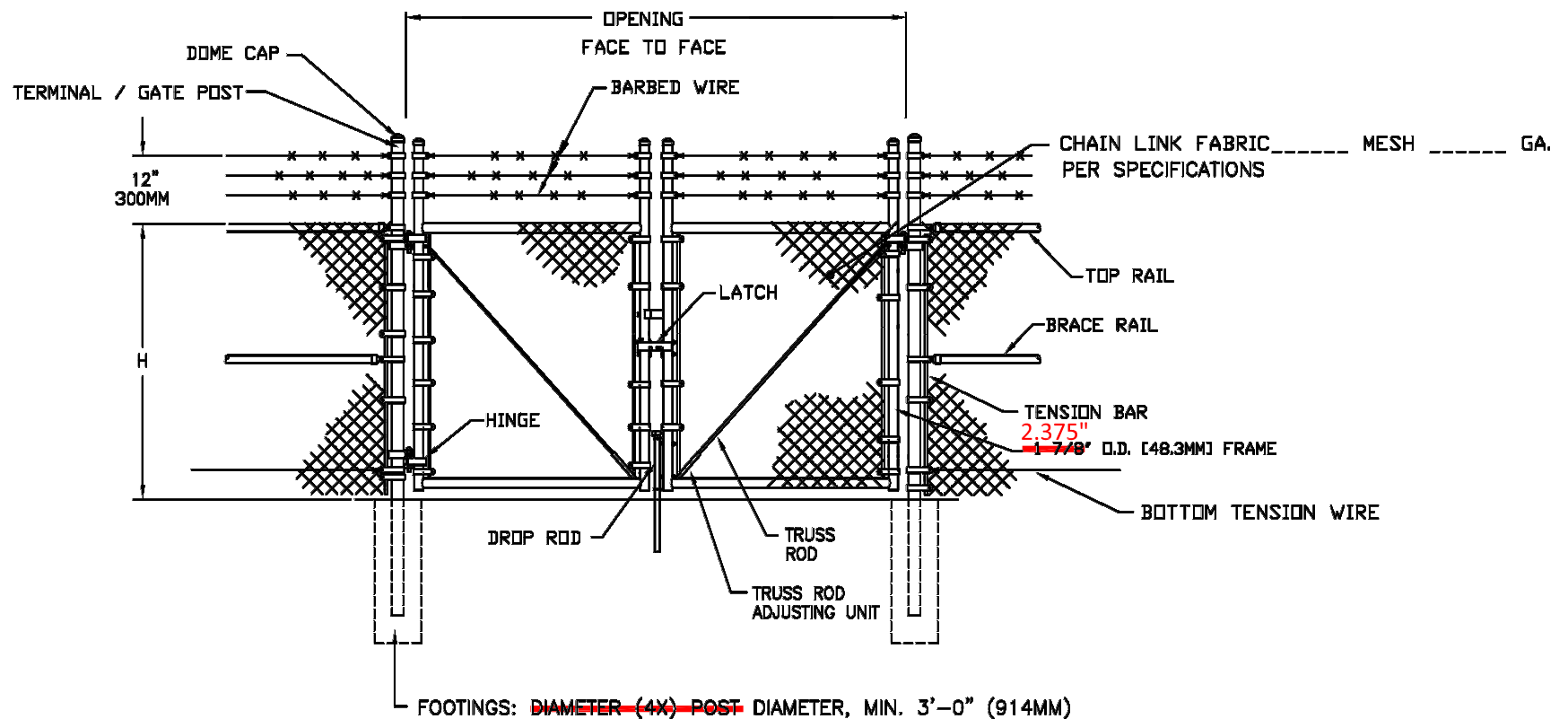
TYPICAL SINGLE SWING GATE

3 STRANDS BARBED WIRE
~~(OPTIONAL)~~

BY: ART
DATE: 02/11/10

CLFMI
CLGA-1

SCALE: N.T.S.



NOTE:

1. VERTICAL AND HORIZONTAL MEMBERS MAXIMUM 8' O.C.

GATE PLAN

NOM HEIGHT (H)
6'-0" OR 6+1=7'
7'-0" OR 7+1=8'
8'-0" OR 8+1=9'



Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

TYPICAL DOUBLE SWING GATE

3 STRANDS BARBED WIRE

~~(OPTIONAL)~~

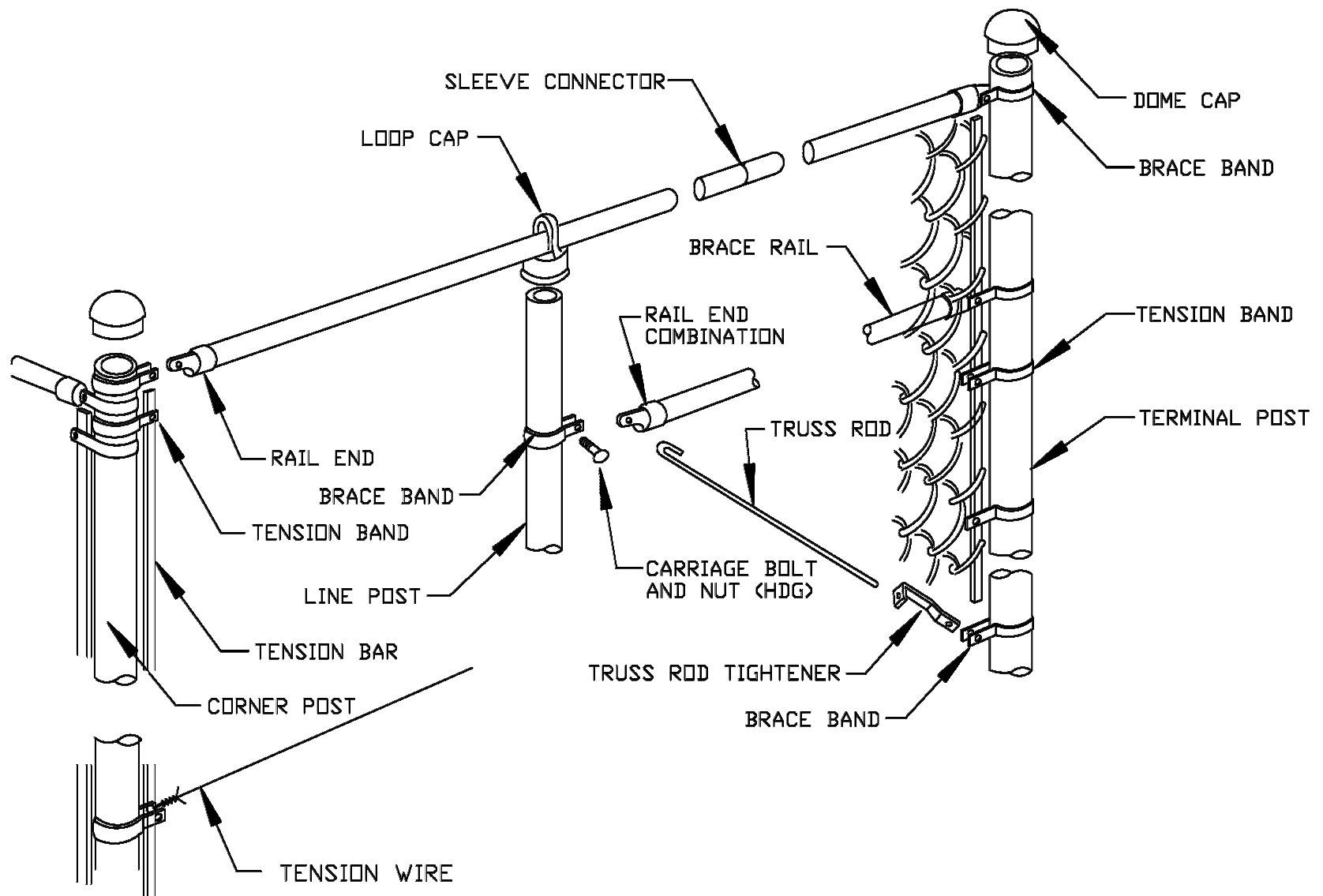
BY: ART

DATE: 02/11/10

CLFMI

CLGA-2

SCALE: N.T.S.



Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

TYPICAL FENCE SECTION

TOP RAIL / TRUSSED BRACE RAIL
WITH BOTTOM TENSION WIRE
DETAILS

COMPILED BY: ART

DATE
02-11-10

CLFMI

DETAILS

SCALE:

N.T.S.



CITY OF NEWARK
DELAWARE

ATTACHMENT 3

DELAWARE STATE WAGE RATES

STATE OF DELAWARE
DEPARTMENT OF LABOR
DIVISION OF INDUSTRIAL AFFAIRS
OFFICE OF LABOR LAW ENFORCEMENT
PHONE: (302) 318-2769

Mailing Address:
52 Chapman Road
Newark, DE 19702

Located at:
252 Chapman Road
Newark, DE 19702

PREVAILING WAGES FOR HEAVY CONSTRUCTION EFFECTIVE MARCH 15, 2023

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	26.95	23.70	51.54
OILERMAKERS	86.57	39.16	71.83
RICKLAYERS	84.08	72.20	30.37
CARPENTERS	59.56	59.56	47.80
CEMENT FINISHERS	53.16	29.69	22.12
DIVER	95.30	CONTACT DDOL -	CONTACT DDOL -
DIVER TENDER	108.79	CONTACT DDOL -	CONTACT DDOL -
ELECTRICAL LINE WORKERS	88.36	88.36	88.36
ELECTRICIANS	79.17	79.17	79.17
GLAZIERS	24.89	21.62	14.65
INSULATORS	65.34	65.34	65.34
IRON WORKERS	73.31	74.33	73.31
LABORERS	53.65	53.65	53.65
MILLWRIGHTS	82.08	82.08	65.93
PAINTERS	91.91	91.91	91.91
PILEDRIVERS	85.37	47.99	37.34
PLASTERERS	23.44	20.38	13.76
PLUMBERS/PIPEFITTERS/STEAMFITTERS	96.38	94.91	23.76
POWER EQUIPMENT OPERATORS	79.29	83.90	79.29
SHEET METAL WORKERS	37.47	23.25	21.84
SPRINKLER FITTERS	40.39	15.29	12.67
TRUCK DRIVERS	41.73	25.08	27.15

CERTIFIED: 9/5/2023

BY: Salina Crossland for Francis Chudzik
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

NOTE: THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: 23-16 Field Operations Complex - Perimeter Fencing Replacement, New Castle County



PREVAILING WAGE DEBARMENT LIST

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

Contractor	Address	Date of Debarment
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH 1, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022