

City of Portsmouth, NH

**REQUEST FOR PROPOSAL**

**RFP #19-21 SOUTH MILL POND PICKLEBALL AND TENNIS COURTS**

**Sealed proposals plainly marked "*RFP #19-21 – SOUTH MILL POND PICKLEBALL AND TENNIS COURTS*" on the outside of the mailing envelope as well as the sealed envelope, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Ave., Portsmouth, NH 03801 will be accepted until 11:00 a.m. on May 13, 2021.**

The City of Portsmouth is seeking proposals from qualified contractors for: (1) conversion of two tennis courts into eight pickleball courts and (2) maintenance of the City's court surfaces for a three year period.

Proposal specifications and proposal forms may be obtained from the City's website at <https://www.cityofportsmouth.com/finance/purchasing-bids-and-proposals>. Addendum to this request for proposal, if any, including written answers to questions, will be posted on the City of Portsmouth website under the project heading. Addenda and updates will **NOT** be sent directly to vendors. Questions should be sent to [purchasing@cityofportsmouth.com](mailto:purchasing@cityofportsmouth.com).

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

## **PROPOSAL SPECIFICATIONS**

**Introduction and Scope of Work:** The City of Portsmouth maintains six (6) tennis courts and two (2) basketball courts off of Junkins Avenue at the South Mill Pond, Portsmouth New Hampshire. The City seeks to engage a qualified contractor with at least five (5) years of experience of similar work to: repurpose two tennis courts to pickleball courts as soon as possible; perform annual maintenance on all the South Mill Pond Courts under a three-year agreement.

**Conversion of Courts to Pickleball.** The City seeks to convert two tennis courts into eight pickleball courts as soon as possible, preferably before July 1, 2021. Standard and Technical Specifications are attached to this RFP along with a Figure identified as Attachment 2 for the conversion of the courts to pickleball.

**Maintenance.** The City has preliminarily identified work to be conducted this year. See Attachment 1 and the Standard and Technical Specifications. The City envisions a walk around with the selected contractor to finalize the scope of maintenance work for this year. The City envisions a three-year contract with a cost escalation provision consistent with the CPI for the Boston area.

**Proposal Submittal.** Interested Contractors shall submit two (2) copies of a proposal package consisting of the following:

- Transmittal Letter with contact information;
- Completed Price Proposal Form for Conversion of Tennis Courts to Pickleball Courts(included);
- Completed Price Proposal Form for Annual Maintenance (included);
- Completed Statement of Qualifications (included); and
- Three References (brief description of work performed and contact information).

**Evaluation Criteria.** Proposals will be evaluated on the factors described below:

- a. Contractor's demonstrated experience, ability, capacity, and skill to perform (contractor must have a minimum of five (5) years of experience performing the type of work described in this RFP);
- b. Contractor's reputation, efficiency, judgment and integrity as demonstrated through references and any prior work performed for the City;
- c. Proposed schedule to complete the work;
- d. Pricing; and

- e. Contractor's proposal has been prepared in accordance with the instructions of the RFP.

**Selection Process and Contract.** The City may select one or more contractors to interview in person or over the telephone. Upon selection of the highest ranked contractor, the City will prepare a contract to incorporate the scope of work outlined in this request for proposal. If a final agreement cannot be reached, the City may proceed to the next highest ranked contractor. It is anticipated that the final contract will be similar in form to that attached, but final terms and conditions are subject to negotiation.

**Reservation of Rights.** The City reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal and to negotiate such terms and conditions of a final contract that may be in the best interest of the City.

The City also reserves the right to conduct such investigation, reference and background checks as necessary to determine and assess the qualifications of the contractor.

### **COVID-19 SPECIAL PROVISIONS**

Contractor shall at a minimum comply with City's COVID-19 protocols for the project site. Safety protocols shall be adjusted as may be required by any State of Emergency Order issued by the, U.S. President, the Governor of the State of New Hampshire or protocols issued by the City of Portsmouth.

#### **COVID -19 DELAYS**

In the event that any State or federal executive order requires the stoppage of work, the City shall equitably adjust the Contractor's time for performance under this Contract. There shall be no adjustment to the Contract Price for any suspension of performance which is less than 30 days. Any suspension in work for more than 30 days will be grounds for an equitable adjustment to price as well as for time of performance.

## STATEMENT OF QUALIFICATIONS

**Note: This is a required submittal, fill out completely.**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Add separate sheets if necessary

1. Name of Entity
2. Permanent Main Office Address
3. Form of Entity
4. When Organized
5. Where Organized
6. How many years have you been engaged in playing court surfacing and striping?

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7. List your key personnel for this work.

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8. Have you ever failed to complete any work awarded to you?

\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

9. Have you ever defaulted on a contract?

\_\_\_\_\_(no)\_\_\_\_\_(yes). If so, where and why?

10. List your major equipment available for this contract on a separate attached sheet.

11. List any subcontractors whom you will use for the service (unless this work is to be done by your own organization, if so please state).

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(The City reserves the right to approve subcontractors for this project)

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name of Proposer

BY \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and

says that the proposer is \_\_\_\_\_ of \_\_\_\_\_  
(Name of Organization)

and answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary of Public

My Commission expires \_\_\_\_\_

**PRICE PROPOSAL AND SCHEDULE FORM**  
**FOR CONVERSION OF BASKETBALL COURTS TO PICKLEBALL COURTS**

CONVERT TENNIS COURTS TO PICKLEBALL	TOTAL
1) Clean entire surface with compressed air.	\$ _____
2) Apply one coat of <b>Premier Sports Resurfacer</b> manufactured by California Sports Surfaces over entire area.	\$ _____
3) Apply two coat of <b>Premier Sports Surface</b> manufactured by California Sports Surfaces over entire area.	\$ _____
4) Apply eight (8) sets of hand painted, NPBA court striping with textured, white <b>Premier Line</b> paint.	\$ _____
5) Furnish and install eight (8) sets of new <b>Edwards</b> net posts with eight (8) pickleball nets.	\$ _____
6) Furnish and install 6approx. 112 LF of 3 ft. chain link fence.	\$ _____
<b>TOTAL LUMP SUM PRICE</b>	<b>\$ _____</b>

Identify your proposed schedule to complete this work: \_\_\_\_\_

**PRICE PROPOSAL FORM AND SCHEDULE**  
**FOR ANNUAL RESURFACING AND CRACK REPAIR**

TENNIS and BASKETBALL COURTS REPAIR	UNIT PRICE
Clean surfaces to be repaired with compressed air.	_____ SF
Fill hairline cracks with rubberized crack filler	_____ LF
Fill structural cracks with acrylic binder fortified concrete.	_____ LF
Repair concrete edges at trench drain with acrylic binder fortified concrete.	_____ LF
Touch up repaired colored surfaces to match existing	_____ SF
Touch up repaired striping to match existing color and texture.	_____ LF

Identify your proposed schedule to complete this work for 2021: \_\_\_\_\_.

## STANDARD SPECIFICATIONS

The following specifications are provided as a minimal requirement only. The City will consider any product/service that meets or exceeds the minimum requirements. Contractor to provide all necessary services and materials for the tennis courts listed and located in Portsmouth, New Hampshire per the following specifications.

A. EXAMINATION OF SITE AND SPECIFICATIONS Before submitting a bid, each Bidder must;

1. Examine the specifications and scope of work thoroughly;
2. Visit the site to familiarize themselves with conditions at the site that may affect the performance of the work;
3. Familiarize themselves with all local laws, ordinances, rules and regulations affecting the performance of the work;
4. Carefully correlate observations with the requirements of the specifications.

B. RESURFACING MATERIALS AND APPLICATIONS At least five (5) business days prior to start of work, Contractor shall identify the manufacturer of the product chosen and submit the manufacturer's product data, including surface and crack preparations, application instructions, and color samples.

1. Approved materials must meet the United States Tennis Association (USTA) Standards. All acrylic materials must be the products of a single manufacturer. Only collegiate/professional-grade acrylic color coatings with an ITF speed rating will be accepted. Acrylic color mixed with locally-purchased sand is not acceptable.

2. Delivery, Storage, and Handling

- a. Deliver materials to site in manufacturer's original, unopened containers and packaging with labels clearly identifying product name and manufacturer. Tennis Court Resurfacing ITB pg. 5 of 12
- b. Store and handle materials in accordance with manufacturer's instructions.
- c. Keep materials in manufacturer's original, unopened containers and packaging until application.
- d. Store materials in clean, dry areas, out of direct sunlight and prevent from freezing.
- e. Protect materials during storage, handling, and application to prevent contamination or damage. Close containers when not in use.

3. Do not apply asphalt tennis court surface color coating when air or surface temperatures are below 50 degrees F during application or within 24 hours after application.

4. Do not apply asphalt tennis court surface color coating when rain is expected during application or within 24 hours after application.

5. All courts will be resurfaced with colors chosen by Owner to match existing. White lines painted for courts.

6. Pickle Ball “kitchen” area color to be selected by Owner..

7. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.

8. Repairs

a. Depressions – prior to applying material, level any depressions 1/8” or deeper with patch binder in accordance with manufacturer’s instructions using one or more coats of asphalt emulsion filler course.

b. Cracks – Cracks less than 1/4” wide shall be repaired and sealed as follows:

i. Cracks are first cleaned, all loose material removed and dried.

ii. An approved and sufficient asphalt acrylic emulsion crack filler is applied and worked into the crack with pressure to insure that all spaces are filled with material.

iii. Excess material is removed and once dried the crack is smoothed to remove any ridges.

c. Cracks – Cracks greater than 1/4” wide shall be repaired and sealed as follows:

i. Cracks shall be cleaned and filled with court patch, a mixture of sand, Portland cement and acrylic binder.

ii. Excess material is removed and once dried the crack is smoothed to remove any ridges.

9. Asphalt acrylic emulsion color coating material shall be applied on the clean, dry underlying surface with a minimum of two (2) applications in accordance with manufacturer’s instructions.

10. Allow material drying times in accordance with manufacturer’s instructions before applying materials or opening completed surface to foot traffic.

11. The finished surface shall be smooth and free of any ridges, valleys and tool marks.

C. PLAYING LINES

1. After the surface has thoroughly cured, layout tennis court line markings in accordance with USTA Rules of tennis. Apply line markings in two (2) inch wide playing lines, masked and painted with two (2) coats of approved line paint.

2. Layout Pickleball courts in accordance with United States Pickleball Association (USAPA) Rules and Dimensions.

D. CLEAN UP Upon completion of the work day, all tools, materials and debris should be properly stored or disposed of and any damages or spills repaired or cleaned up.

E. PROTECTION Allow a minimum of 24 hours curing time before opening tennis courts for play.

## TECHNICAL SPECIFICATIONS

02755.1 TENNIS and BASKETBALL COURT SURFACE CRACK and EDGE REPAIR

02755.2 CONVERT TENNIS COURTS TO PICKLEBALL

02803 PICKLEBALL STANDARDS AND NETS

02820 BLACK VINYL CLAD CHAIN LINK FENCE

Attachment 1 Tennis and Basketball Court Resurfacing

Attachment 2 Pickleball Courts

SECTION 02755.1 TENNIS and BASKETBALL COURT SURFACE CRACK and  
EDGE REPAIR

PART I - GENERAL

1.01 SUMMARY

- A. Provide structural and hairline crack repairs as directed by the Owner on six tennis courts and two basketball courts per **Attachment 1**.
- B. Repair chipped areas at the trench drain.

1.02 EXAMINATION OF SITE AND SPECIFICATIONS

- A. Examine the specifications and scope of work thoroughly.
- B. Visit the site to inspect conditions at the site that may affect the performance of the work;
- C. Carefully correlate observations with the requirements of the specifications.

1.03 SUBMITTALS

- A. Provide product data for hair line and structural crack repair
- B. Submit catalog cuts and manufacturer's specifications for Airport Grade Asphalt Emulsion Mix and Aggregate.
- C. Color Sealcoat: Submit catalog cuts, manufacturer's specifications and color chips or charts.

1.04 QUALIFICATIONS/

- A. The Contractor shall have a minimum five (5) years of experience exclusively installing and repairing tennis court surfaces.

1.05 SPECIAL REQUIREMENTS – COLOR SEALCOAT APPLICATION

- A. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is forecast or sudden temperature change is expected.

1. Very cool evenings and high dew points dictate that work should be completed early in the day so the coatings can be exposed to enough warm sunlight to form a film before sunset.

2. During times of high heat, low humidity and drying breezes, work very early in the morning or very late in the day. If the product seems to be drying too fast in hot weather, mist the pavement with water to make the application easier.

B. Adequate means shall be provided to protect the color seal coating(s) from damage until such time that each layer has cured sufficiently and no seal will adhere to and be picked up by pedestrian traffic. Allow each application to dry thoroughly prior to recoating.

#### 1.06 GUARANTEE/WARRANTY

A. The repairs shall be guaranteed against defects in workmanship or quality for a period of one (1) year after acceptance. The Contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable repair at no additional cost to the Owner.

### PART II - MATERIALS

#### 2.01 CRACK REPAIRS

A. Airport grade asphalt emulsion mix and aggregate shall be used to repair gouges or cracks which can then be brought to grade to receive an overlay or color sealcoat.

B. Structural cracks: Clean and fill with acrylic binder fortified concrete.

C. Hairline cracks: Fill with Elite Crack rubberized liquid crack filler.

#### 2.02 ADHESIVE FABRIC FOR CRACK PATCHING

A. Fabric shall be the Petromat/Petrotac system, as manufactured by Phillips Fibers Corporation, or approved equal.

#### 2.03 COLOR SEALCOAT

A. The base vehicle for the finish coat shall be an acrylic polymer dispersed in water and which has the ability to withstand extremes in temperature and general weathering.

B. The film former shall provide a non-skid surface upon drying and under all weather conditions.

C. Pigment dispersions in the color coating are to be of the best quality chrome oxides so as to obtain a permanent true color.

D. The coating will be a one hundred percent (100%) acrylic emulsion containing no alkyds, butadiene styrene, or vinyls.

### PART III – EXECUTION

#### 3.01 CLEANING AND PREPPING

A. All surfaces shall be thoroughly cleaned with pressure, loose material scraped and removed. The surface shall be free of oil, grease, dirt, debris, tool marks, ridges and valleys.

B. Contractor shall apply “level” lines, screeds, or use other measures to achieve the proper leveling surface suitable for overlay.

C. All adhesive fabric shall be in place and approved prior to completing this work.

#### 3.02 CRACK REPAIR

A. Apply Acrylic binder per manufacturer’s direction.

B. Apply liquid crack filler per manufacturer’s direction.

#### 3.03 COLOR SEAL COAT

A. New asphalt pavement shall cure for 14 days prior to application of any surfacing materials.

B. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.

C. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.

#### 3.04 LINE PAINT

A. Touchup all lines disturbed by crack filling.

B. All lines are to be applied by painting between masking tape with a paintbrush or roller, according to U.S.T.A specifications.

- C. Paint lines with textured line paint. Allow application to dry.
- D. Remove masking tape immediately after lines are dry.
- E. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

END OF SECTION

## SECTION 02755.2 CONVERT TENNIS COURTS TO PICKLEBALL

### PART I - GENERAL

#### 1.01 SCOPE OF WORK

A. Under this Section, the Contractor shall furnish all necessary labor, materials, equipment, and transportation necessary to construct the following:

1. Color sealcoating of hot mix asphalt pavements as shown on the plans and as specified herein.

#### 1.02 REFERENCE STANDARDS AND SPECIFICATIONS

A. Reference to the standards, specifications and tests of technical societies, organizations and governmental bodies are made in the Contract Documents.

1. USAPBA- USA Pickleball Association

2. ASTM - American Society for Testing and Materials.

3. New Hampshire Department of Transportation's 2010 Standard Specification for Road and Bridge Construction.

#### 1.03 SUBMITTALS

A. Color Sealcoat: The Contractor shall submit catalog cuts, manufacturer's specifications and color chips or charts.

B. Field layout of color sealcoat must be approved by Owner prior to installation.

#### 1.04 QUALIFICATIONS/SPECIAL REQUIREMENTS – COLOR SEALCOAT APPLICATION

A. Apply coatings only when ambient temperature is fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F).

B. If a latex-ite acrylic sealer/surfacer is to be utilized, the addition of silica by mechanical agitation on-site shall be inspected and monitored by the Owner's representative.

C. Adequate means shall be provided to protect the color seal coating(s) from damage until such time that each layer has cured sufficiently and no seal will adhere to and be picked up by the tires of vehicles or by pedestrian traffic.

## PART II - MATERIALS

### 2.01 TROWELABLE ASPHALT FILLER/PATCH

A. Airport grade asphalt emulsion mix and aggregate shall be used to repair gouges or cracks which can then be brought to grade to receive an overlay or color sealcoat.

### 2.02 ADHESIVE FABRIC FOR CRACK PATCHING

A. Fabric shall be the Petromat/Petrotac system, as manufactured by Phillips Fibers Corporation, or approved equal.

### 2.03 COLOR SEALCOAT

A. The layout and design of color sealcoating shall be installed per the USAPBA Standards as drawn. Prior to application, contactor shall schedule a meeting to get layout of seal coat approved by Owners representative.

B. The color coating shall be California Sports Surfaces "**Premier Sports Surface**" or an approved equal product. Colors to be selected by the Owner. Coats shall be applied lengthwise of the court with a wide type pushbroom.

C. The finished surface shall be smooth and uniform, true to required grade and cross section, and free of depressions, ridges, or other irregularities.

## PART III – EXECUTION

### 3.01 RESURFACER

A. Clean entire surface with compressed air.

B. Cover entire area with one coat of California Sports Surfaces **Premier Sports Resurfacer or approved equal.**

### 3.02 COLOR SEAL COAT

A. The surface to be coated shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before starting work.

B. Application shall proceed only if the surface is dry and clean and the temperature is at least fifty degrees (50°F) and rising, and the surface temperature is not in excess of one hundred forty degrees (140°F). Do not apply coatings when rain is imminent.

C. Each coat in this system must dry completely before next application. Between each coat, inspect entire surface. Any defects should be repaired. Scrape surface to remove any lumps, and broom or blow off all loose matter.

D. Apply 2 coats of California Sports Surfaces "**Premier Sports Surface**" as directed by the manufacturer.

### 3.03 LINE PAINT

A. Upon completion and acceptance of the color seal coating, Contractor shall prepare and paint lines for pickleball courts.

B. All lines are to be applied by painting between masking tape with a paintbrush or roller, according to USAPBA specifications.

C. Prime masked lines and apply textured Premier Line Paint. Allow application to dry.

D. Remove masking tape immediately after lines are dry.

E. Protect adjacent areas and structures (fences, posts, sidewalks, buildings, etc.), which are not to be coated. In the event that coatings are applied to above, remove immediately before drying is complete.

### PART IV - GUARANTEE/WARRANTY

4.01 The coatings shall be guaranteed against defects in workmanship or quality for a period of one (1) year after final acceptance. The Contractor shall replace, repair, recoat or otherwise make satisfactory to the Owner any unacceptable pavement and or coating at no additional cost to the Owner.

END OF SECTION

## SECTION 02803 PICKLEBALL STANDARDS AND NETS

### PART 1 - GENERAL

#### 1.01 RELATED DOCUMENTS

A. The General Documents, as listed in the Table of Contents, and applicable parts of Division 1, General Requirements shall be included in and made a part of this Section.

B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this trade.

#### 1.02 SCOPE OF WORK

A. The work of this Section consist of all site improvements and related items as indicated on the Drawings for the installation of Nets and Posts for eight (8) Pickleball Courts.

#### 1.03 EXAMINATION OF CONDITIONS

A. The Contractor shall fully inform himself of existing conditions of the site before submitting his bid, and shall be fully responsible for carrying out all site work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

B. Plans, surveys, measurements and dimensions under which the work is to be performed are believed to be correct to the best of the Engineer's knowledge, but the Contractor shall have examined them for himself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found therein.

#### 1.04 QUALITY ASSURANCE

A. Materials and methods of construction shall comply with the following standards:

1. ASTM: American Society for Testing and Materials
2. ANSI: American National Standards Institute
3. USAPBA: American Pickleball Association

B. Qualifications of Workers: Use adequate numbers of skilled workers who are trained in the necessary crafts and who are completely familiar with the specified

requirements and methods needed for the proper performance of the work of this Section.

## 1.05 SUBMITTALS

A. Product Information: Provide manufacturer's data showing installation and limitations in use. Supply Certificates of Compliance for all materials required for fabrication and installation, certifying that each material item complies with, or exceeds, specific requirements.

## PART 2 - PRODUCTS

### 2.01 PICKLEBALL NETS AND POSTS

A. Pickleball posts shall be **Edwards** or approved equal, three (3) inch OD steel tube.

1. Color to be selected by owner.

B. Pickleball nets shall be **Douglas Sports Pickleball Net** or approved equal.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

A. The installer shall examine previous work, related work, and conditions under which this work is to be performed and notify the Contractor in writing of all deficiencies and conditions detrimental to the proper completion of this work. Beginning work means installer accepts substrates, subgrades, previous work, and conditions.

B. The Contractor shall be responsible for timing the delivery of all site improvement elements so as to minimize on-site storage time prior to installation. All stored materials must be protected from weather, careless handling and vandalism.

C. Contractor to install sleeved concrete footings for Pickleball Post and Nets per manufacturer's instruction and recommendations.

END OF SECTION

## SECTION 02820 BLACK VINYL CLAD CHAIN LINK FENCE

### PART I - GENERAL

#### 1.01 SCOPE OF WORK

A. The work under this Section consists of furnishing and installing vinyl coated chain link fence fabric and necessary hardware as shown on the Contract Drawings and as specified herein including all labor, materials and equipment necessary to finish the work complete in place.

#### 1.02 QUALITY ASSURANCE

A. All fencing shall conform to the specifications of the Chain Link Fence Manufacturer's Institute and as specified herein.

#### 1.03 SUBMITTALS

A. Product information and sample, approximately 3" long or 6" square of fabric material.

#### 1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible. Handle and store material in such a manner as to avoid damage.

### PART II - MATERIALS

#### 2.01 VINYL CLAD STEEL POSTS, RAILS AND BRACES

##### A. General

1. All vinyl clad materials shall be fusion bonded in accordance with ASTM-F668 Class 2B.

##### B. End Posts

1. Use existing tennis court posts.

##### C. Line Posts (10'-0" Maximum Spacing)

1. Fence up to 5'-0" in height: 1.90" O.D. pipe, 2.28 lbs. per linear foot.

#### D. Rails

1. All rails shall be 1.66" O.D. pipe weighing 2.27 lbs. per linear foot furnished in manufacturer's standard lengths of approximately 21'-0" with outside sleeve type couplings, at least six (6) inches long for each joint – one (1) coupling in each five (5) to have expansion spring. Provide means for attaching rails securely to each corner, pull and end post. Rails shall form continuous brace from end to end of each run of fence.

#### 2.02 CHAIN LINK FABRIC (VINYL CLAD) AND PRIVACY SCREEN

A. Chain Link fence fabric shall be factory coated 6 gauge core wire (or 9 gauge in certain circumstances as indicated on the details) with a min .02 inch thick coating of plasticized polyvinyl-chloride applied by the fusion method over a thermoset plastic bonding agent. The bond shall exhibit equal or greater strength than the cohesive strength of the vinyl. All cut ends shall be coated with vinyl at the factory. Fabric shall be 2" mesh and black in color.

B. Top and bottom of fabric shall have knuckled selvage, both sides.

#### 2.03 FITTINGS AND ACCESSORIES (VINYL CLAD)

A. All accessories shall be vinyl clad in accordance with paragraph 2.01 above, and galvanized in conformance with ASTM Designation A153.

#### B. Post Caps

1. Furnish and install tight fitting pressed steel or malleable iron caps, designed as a weather tight closure cap. Provide one (1) pass-through looped cap for each line post, and one (1) acorn style cape for each end or corner post. Where top rail is used, provide looped cap tops to permit passage of top rail.

#### C. Tension Bars

1. One (1) piece lengths equal to full height of fabric with minimum cross section of 3/16" x 3/4", conforming to ASTM Designation A123. Provide one (1) stretcher bar for each end post and two (2) for each corner and pull post.

2. Tension bands and brace bands, if utilized, shall be 7/8" x 12 gauge beveled, galvanized, sized to fit pipe sizes and furnished with galvanized fasteners. Galvanizing shall conform with ASTM Designations A123 or A153 as they pertain.

D. Rail Clamps

1. Rail clamps shall be standard clamps (boulevard clamps) furnished complete with fasteners with ASTM Designation A153.

E. Fabric Bands for Tying Fabric

1. Fabric shall be attached using a BAND-IT band and buckle system

2. Bands shall be 0.020" thickness, 200/300 series stainless steel ½" wide bands, with a minimum breaking strength of 850 lbs., ½" band capacity ear-loct design buckles to be manufactured with 0.050" thick material, 201/301 series stainless steel.

F. Fittings, lugs, clamps and other accessories shall be steel conforming to ASTM Designation F626 and galvanized in conformance with ASTM Designation A153.

2.04 ANCHORING CEMENT

A. Cement for anchoring posts in sleeves embedded in concrete walls shall be "POR-ROK", as manufactured by Hallemite (Lehn and Fink Industrial Products, Division of Sterling Drugs, Inc.), Montage, New Jersey, or approved equal.

B. "Sika Cola-Due" by the Sika Co.

C. "Five Star Grout" the Five Star Co.

2.05 CEMENT CONCRETE

A. Cement concrete for post footings shall conform to Section 03300 of these Specifications.

PART III - EXECUTION

3.01 POST INSTALLATION

A. Install new vinyl coated chain link fence in the location(s) shown on the Contract Drawings, and as approved by the Engineer.

B. Excavation for post footings as herein before specified in Section 02300 of these Specifications, shall be in firm undisturbed or compacted soil. Post footing diameters vary according to post sizes required and are in accordance with attached details. Excavate hole depths six (6) inches lower than post bottom with bottom of posts set not less than thirty-six (36) inches below surface when in firm, undisturbed soil. Where ledge is encountered, the Contractor shall notify the Engineer to determine

method of installation. Payment for any additional work required when installations are in ledge shall be in accordance with methods described in SPECIAL CONDITIONS of these Specifications.

C. Place concrete around posts in a continuous pour, tamp for consolidation. Check each post for vertical and top alignment and hold in position during placement and finishing operation. Crown the top of the concrete footings to pitch water away from posts.

D. Under bituminous pavements, tops of footings are to be finished smooth and are to pitch one (1) inch from the posts to the outside edge of the foundation.

E. In mower strip locations, form top twelve (12) inches square and finish to match mower strip with 1/4" pitch away from posts.

1. If applicable, top of fence footings at players' benches and cement concrete mower strips shall terminate six (6) inches below pavement finish grade.

### 3.02 FENCE ERECTION

#### A. Top and Bottom Rails

1. Top and bottom rails shall form a continuous brace from end to end of each fence run. In addition, all end and corner posts shall be braced to the nearest line post with center brace rails. Outside sleeve type top rail coupling shall be placed a maximum of twelve (12) inches from line posts.

#### B. Brace Assemblies

1. Furnish and install braces and appurtenances so posts are plumb when diagonal rod is under proper tension. All "tension" assemblies shall conform to ASTM 567 and the New Hampshire Department of Transportation's 2010 Standard Specification for Road and Bridge Construction.

#### C. Fabric

1. All fabric shall be aligned so that the top row of the fabric mesh is tied to the top rail, and so that the bottom selvage of fabric mesh stands one (1) inch above the finish grade of the pavement, and that the bottom row of the fabric mesh is tied to the bottom rail.

2. Fabric shall be properly stretched and securely fastened to the posts and rails, and between posts the top and bottom of the fabric shall be fastened to the horizontal braces as herein specified, and approved by the Engineer. Fabric shall be

stretched uniformly taut and as tight as possible, true to line and grade and complete in all details. Install tension bars at corners.

3. The fabric shall be fastened to end and corner posts with tension bars and stretcher bar bands spaced at one (1) foot intervals.

D. Stretcher Bars

1. Thread through fabric and secure to posts with approved metal bands spaced not over twelve (12) inches O.C.

E. Fabric Bands

1. Fabric Bands shall be placed as directed by the Owner and securely fastened to all fence posts.

2. All bands shall be pulled tight and raw ends of steel bands shall be secured in buckle by folding ear tabs around steel bands as per manufacturer's recommended installation procedure. No sharp edges shall protrude from band-it buckles. When applicable, band will be PVC coated, color to match fabric and framework.

F. Fasteners

1. Install nuts for tension band and hardware bolts on side of fence opposite fabric side unless required otherwise by the Engineer.

### 3.03 FINISH PROTECTION

A. During the fence installation, care shall be taken to avoid damaging the vinyl clad or galvanized surfaces of the fence components. All scratches and abrasions shall be thoroughly corrected in a manner satisfactory to the Owner before final acceptance.

END OF SECTION

**CONTRACT AGREEMENT**  
**FOR PLAYING COURT MAINTENANCE**

THIS AGREEMENT is made as of the \_\_\_ day \_\_\_\_\_, 2021, by and between the City of Portsmouth, 1 Junkins Avenue, Portsmouth, New Hampshire 03801 (“Owner”) and \_\_\_\_\_ (“Contractor”).

**ARTICLE I- WORK** - The Contractor shall supply at its expense all labor, materials, equipment and incidentals as may be necessary to complete the work **described in RFP 19-21**.

Incidentals shall include: general clean up; mobilization/demobilization; accessories and fasteners or components required to make items complete and functional. Before acceptance of the work, the contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition.

**The work shall be carried out in accord with the Standard and Technical Specifications included with RFP19-21.**

**ARTICLE II – PROJECT REPRESENTATIVE AND COORDINATION** – Owner’s Director of Public Works or designee shall oversee the work. Contractor understands and agrees that the schedule of work must be closely coordinated with Owner to avoid disruption to any scheduled recreational programming.

**ARTICLE III - CONTRACT TERM-** The term of this contract will be for a three year period, contingent upon annual funding for the multi-year maintenance activities.

**ARTICLE IV – TIME FOR PERFORMANCE-** The conversion of the two tennis courts to pickleball courts shall be completed by \_\_\_\_\_. The annual maintenance work for 2021 shall be completed by \_\_\_\_\_. The scheduled time for completion of annual maintenance work for 2022 and 2023 shall be negotiated in good faith and agreed upon by the parties by April 30 of each year with work to be completed no later than September 30 of each year.

**ARTICLE V PRICE AND PAYMENT SCHEDULE** - Owner shall pay Contractor a lump sum amount as shown on the completed Price Proposal form for the pickleball court conversion upon completion and acceptance of the work by the City of Portsmouth. Contractor shall invoice the City separately for the pickle ball conversion work and the maintenance work. Contractor invoicing for the maintenance work shall be based on the unit pricing shown on the Price Proposal form for that annual work. Owner shall pay all invoices within thirty (30) days for satisfactory work performed. Unit pricing for annual maintenance work shall be adjusted by the CPI for the Boston market.

**ARTICLE VI – INDEMNIFICATION** – Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost or expense (including without limitation attorneys’ fees) arising in any way out of the Contractor’s negligent performance of its obligations under this Contract. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys’ fees, and will satisfy any judgment rendered against Owner in such action.

**ARTICLE VII – PERMITS AND BONDS** – The Contractor will secure at its own expense, all permits and consents required by law as necessary to perform the work and will give all notices and pay all fees and otherwise comply with all applicable City, State, and Federal laws, ordinances, rules and regulations. **No bonds are required for this project. Municipal fees are waived.**

**ARTICLE VIII – INSURANCE** – The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the attached Insurance Requirements.

**ARTICLE IX – TERMINATION** – Either party may terminate this agreement for convenience without cause with thirty (30) days written notice.

**ARTICLE X – MISCELLANEOUS** –

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent.
- B. Owner and Contractor each binds himself, its partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

**CONTRACTOR**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

**CITY OF PORTSMOUTH, NH**

BY: \_\_\_\_\_

NAME (print): \_\_\_\_\_

TITLE: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of the Peace)

in and for said County and State personally appeared, \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of Corporate)

who, being duly sworn, according to law deposes and says that the cost of labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

Owner

and \_\_\_\_\_  
(Contractor)

of \_\_\_\_\_

Dated: \_\_\_\_\_

has been paid in full for Construction of: **PICKLEBALL COURTS**

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative  
Of Corporate Contractor)

Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_ 2021

\_\_\_\_\_

**CONTRACTOR'S RELEASE**

KNOW ALL MEN BY THESE PRESENTS that

I, \_\_\_\_\_ {insert name}, in my capacity as  
\_\_\_\_\_ {insert title} of \_\_\_\_\_  
\_\_\_\_\_ {insert name of Contractor}

agree that upon receipt of the sum of \$ \_\_\_\_\_ from the OWNER as final  
and completed payment for the construction of: \_\_\_\_\_  
\_\_\_\_\_ {insert name of project}

do hereby on behalf of \_\_\_\_\_ {name of Contractor} and its  
successors and assigns release, quit-claim and forever discharge the City of Portsmouth, New  
Hampshire, its successors and assigns, of and from all claims and demands arising from or in  
connection with the construction of the above-referenced project and the contract dated  
\_\_\_\_\_. All claims and demands shall include without limitation all actions, causes,  
suits, debts, dues, duties, sums of money, accounts, reckonings, bonds, bills, specifications,  
covenants, contracts, agreements, promises, damages and judgments whatsoever in law or equity  
against the City of Portsmouth, New Hampshire which Contractor ever had, now has or may  
have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of  
record time to the date of these presents.

IN WITNESS WHEREOF,

Witness

Contractor:

\_\_\_\_\_  
print name : \_\_\_\_\_

By: \_\_\_\_\_  
Its Duly Authorized \_\_\_\_\_

Dated: \_\_\_\_\_

## **GENERAL REQUIREMENTS**

### **1. AUTHORITY OF CITY REPRESENTATIVE**

(a) All work shall be done under supervision and to the satisfaction of the Project Representative. The Project's Representative will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions that may arise as to the interpretation of the plans and specifications; and all questions as to the acceptable fulfillment of the Contract by the Contractor.

(b) The Project Representative will have the authority to suspend the work wholly or in part for such periods as he may deem necessary due to the failure of the Contractor to correct conditions unsafe for workers or the general public; for failure to carry out provisions of the Contract; for failure to carry out orders; for conditions considered unsuitable for the prosecution of the work, including unfit weather; or for any other condition or reason deemed to be in the public interest. The Contractor shall not be entitled any additional payments arising out of any such suspensions.

(c) The Project Representative reserves the right to demand a certificate of compliance for a material or product used on the project. If the Project Representative determines the certificate of compliance is unacceptable, the Contractor may be required to provide engineering and testing services to guarantee that the material or product is suitable for use in the project, at its expense.

### **2. PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPES**

(a) The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

(b) When or where 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, or as a result of the failure to perform work by the Contractor, the Contractor shall restore, at its 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 the Contractor shall make good such damage or injury in an acceptable manner.

(c) If the Contractor fails to repair, rebuild or otherwise restore such property as may be deemed necessary, the Owner, after 48 hours notice, may proceed to do so, and the cost thereof may be deducted from any money due or which may become due the Contractor under the contract.

### **3. MAINTENANCE DURING CONSTRUCTION**

The Contractor shall maintain the work during construction and until the project is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and workers to ensure that the structure is kept in satisfactory conditions at all times.

#### 4. SAFETY PRECAUTIONS

Upon commencement of work, the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions necessary to ensure the safety of employees on the site, other persons who may be affected thereby, including the public, and other property at the site or adjacent thereto.

#### 5. TEMPORARY FACILITIES

Storage Facilities: (a) Equipment and materials shall be stored in a location approved by the Project Representative; (b) Contractor shall protect all stored materials from damage by weather or accident and shall insure adequate drainage at and about the storage location; and prior to final acceptance of the work all temporary storage facilities and surplus stored materials shall be removed from the site.

Sanitary Facilities: Contractor shall be provided with reasonable access to toilet facilities for the use of the workers employed on the work.

Water Facilities: Contractor shall be provided with reasonable access to water facilities for construction operations.

Temporary Electricity: Contractor shall be provided with reasonable access to electrical power necessary for construction operation at the site.

#### 6. PAYMENT AND GURANTEES

##### General

(a) The Contractor shall be liable to OWNER for failure to repair, correct, renew or replace, at his own expense, all damage due or attributable to defects or imperfections in the construction which defects or imperfections may be discovered before or at the time of the final inspection and acceptance of the work by the Project Representative.

(b) No monies, payable under the contract or any part thereof, shall become due or payable if the Project Representative so elects, until the Contractor shall satisfy OWNER that the Contractor has fully settled or paid all labor performed or furnished for all equipment hired, including trucks, for all materials used, and for fuels, lubricants, power tools, hardware and supplies purchased by the Contractor and used in carrying out said contract and for labor and parts furnished upon the order of Contractor for the repair of equipment used in carrying out this contract; and the Project Representative, if so electing, may pay any and all such bills, in whole or in part.

(c) Any extra work performed will be paid for at the price negotiated between OWNER and the Contractor. If no agreement can be negotiated, the Contractor will accept as payment for extra work, cost plus 15% (overhead and profit). Costs shall be substantiated by invoices and certified payroll.

##### Final Acceptance

(a) Upon due notice from the Contractor of presumptive completion of the entire project, Project Representative will make an inspection. If all construction provided for and contemplated by the

contract is found complete to their satisfaction, this inspection shall constitute the final inspection. Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of the final inspection.

(b) If, however, the Project Representative's inspection discloses any work in whole or in part, as being unsatisfactory, the Contractor will be given the necessary instructions for correction of such work, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Project Representative will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

(c) When the project has been accepted and upon submission by the Contractor of all required reports, completed forms, affidavits, releases and certifications, OWNER will make final payment.

#### General Guaranty and Warranty of Title

(a) Neither final payment nor any provision in the contract nor partial or entire use of the improvements embraced in this Contract by OWNER or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express or implied warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work. Owner will give notice of defective materials and work with reasonable promptness.

(b) No material, supplies or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease purchase or other agreement by which an interest therein or in any part thereof is retained by the Seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon any improvements or appurtenances thereon.

(c) Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of OWNER. The provisions of this paragraph shall be inserted in all subcontractors and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

(d) At completion of project, Contractor to provide Owner, written guarantee of one (1) year workmanship warranty.

#### No Waiver of Legal Rights

7. INSURANCE REQUIREMENTS : Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental

death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

Amount of Insurance

- A) Commercial General Liability:  
Bodily injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate
- B) Automobile and Truck Liability:  
Bodily Injury or Property Damage - \$2,000,000  
Per occurrence and general aggregate  
Coverage requirements can be met with excess policies

Additionally, the Contractor shall purchase and maintain the following types of insurance:

- A) Workers Comprehensive Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall at a minimum meet the requirements of the most current laws of the State of New Hampshire.
- B) Contractual Liability Insurance coverage in the amounts specified above under Comprehensive General Liability.
- C) Product and Completed Operations coverage to be included in the amounts specified above under Comprehensive General Liability.

8. ADDITIONAL INSURED

All liability policies (including any excess policies used to meet coverage requirements) shall include the City of Portsmouth, New Hampshire as named Additional Insured.

- 1) The contractor's insurance shall be primary in the event of a loss.
- 2) The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.
- 3) City of Portsmouth shall be listed as a Certificate Holder. The City shall be identified as follows:

City of Portsmouth  
Attn: Legal Department  
1 Junkins Avenue  
Portsmouth, NH 03801