REQUEST FOR PROPOSAL

Bid #20-06 Fire Station Driveway Drainage Improvements Project

Acceptance Date: Wednesday, May 6, 2020 at 2:00 pm

Sealed bid proposals, plainly marked “Bid #20-06 Fire Station Driveway Improvements Project” on the outside of the mailing envelope as well as the sealed bid envelope, addressed to the Administration Department, Town Hall, 35 Main Street, Hooksett, NH 03106, will be accepted until the date and time above when all bids will be publicly opened and read aloud.

Bid packages may be obtained from the town’s web site: www.hooksett.org, or by contacting the Administration Department at the above address, or by calling (603) 485-8472.

The Town of Hooksett reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the Town.
Contract Documents – Town of Hooksett, NH - Fire Station Driveway Improvements Project

Introduction
The Town of Hooksett is seeking a proposal to reclaim and replace a portion of the pavement and replace other sections of pavement and gravel of the Hooksett Fire Station driveway located at #1 Riverside Drive in Hooksett, New Hampshire.

Scope of Work

The Town of Hooksett is requesting bids for:

Reclaim 3,768 square feet of pavement to a depth of 6”. Excavate 9” of additional material to a depth of 15”. Discard the additionally excavated material. Augment reclaimed material with crushed gravel and install 12” of augmented material in the 3,768 square feet area. Install 2 inches of binder pavement and a 1” wearing course.

Install three 12’ long, 6’ wide reinforced concrete slabs, one in each garage doorway of the fire station over 6” if compacted crushed gravel.

Common Excavation for the reclaiming work is subsidiary to the Reclaiming Item. Work to excavate the additional 9” of material (to a depth of 15”) shall be paid under the Common Excavation item.

Remove 72 square feet of the existing sidewalk material remove and reset approximately 12 LF of granite curb and install 6” of crushed gravel, 3 inches of binder and 2 inches of wearing course and a truncated dome panel. This work shall be done to National ADA standards

All finish grades shall be approximately the same as existing grades.

Common excavation, crushed gravel and pavement costs for the sidewalk are included in the sidewalk bid item.

Additive Alternate:

The Town is requesting a separate price for the following work. Along the east side of the fire station and parking lot, remove 1,172 square feet of material and install 18” of crushed gravel, 3 inches of binder and 2 inches of wearing course.

Specifications
Specifications for this project are not meant to be all inclusive. All specifications not addressed in the bid must be noted on the vendor’s proposal. Construction shall be in accordance with the Town of Hooksett Standard Specifications for Construction and NHDOT Standard Specifications for Roadway and Bridge Construction (current version).

A typical Standard Contract is attached to this RFP. The contractor shall provide a certificate of insurance with requirements as specified in this RFP naming the Town as additional insured.
The work shall be coordinated with Bruce A. Thomas, P.E. Town Engineer, bthomas@hooksett.org, (603) 419-4003. The work schedule shall be coordinated with Assistant Chief Steven Colburn of the Hooksett Fire Department, SColburn@hooksettfire.org, (603) 623-7272.

The Contractor shall complete a Town Excavation Permit at the Department of Public Works prior to the start of construction. The application fee will be waived for the Contractor.

The Contractor shall call Digsafe before starting the work.

The Town of Hooksett, Department of Public works will oversee the proposals and construction of the project.

**The contract will be awarded based on the lowest BASE BID to do the work.**

**Vendor Qualifications**

Please list all qualifications and financial stability and any references on similar projects.

**Criteria for Reviewing Proposals**

In reviewing proposals, the Town will carefully weigh:

1. Vendor’s qualifications
2. Municipal experience
3. Pricing
4. Delivery of services

**Inquiries**

Inquiries pertaining to the Request for Proposal must cite the RFP title and acceptance date and be directed to Bruce A. Thomas, P.E. Town Engineer, bthomas@hooksett.org

**Competition**

It is the town’s intent that this RFP shall permit competition. It shall be the respondent’s responsibility to advise the Town Engineer, bthomas@hooksett.org in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received not later than ten (10) days prior to the proposal acceptance date.

**Reservation of Rights**

The Town of Hooksett reserves the right to reject all or any part of any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems to be in the best interest of the Town.

**Firm Pricing**

Proposed fees must be firm for the Town acceptance for 60 days from acceptance date of proposals. Pricing must be inclusive, clear and concise, including such other information as requested or required.

**Insurance**

The awarded vendor at their cost will be required to provide certificate of liability insurance before installation can commence naming the Town of Hooksett as additional insured. The Contractor shall
maintain insurance coverage in the following amounts on an ISO Occurrence Form or equivalent during the duration of this contract or any other subcontracts this year.

**Umbrella Insurance Coverage**

Per Occurrence $1,000,000

**Commercial General Liability Insurance**

Each Occurrence Limit $1,000,000

General Aggregate Limit $2,000,000

Products/Completed Operations Aggregate Limit $2,000,000

Personal and Advertising Limit $1,000,000

**Commercial Automobile Insurance (for Owned, Hired, and Non-owned Autos):**

Bodily Injury and Property Damage Liability Combined Single Limit (Per Occurrence) $1,000,000

**Workers Compensation/Employers Liability Insurance**

Bodily Injury by Accident Each Accident (Coverage B – Employer’s Liability) $500,000

Bodily Injury by Disease Aggregate Limit $500,000

Bodily Injury by Disease- Each Employee (Coverage A – Statutory) $500,000

Additionally, the Contractor shall carry, at his sole expense, all risk insurance for the full insurable value for damage or loss of personal property of contractor or under the control of or in the possession of contractor, including but not limited to materials, equipment, tools, supplies, scaffolding, and machinery.

Certificates of insurance shall be filed with the Contractor prior to the commencement of any work at the project location. The contractor’s insurance policies under this provision must name the Town of Hooksett (TOWN) as an additional insured and must provide that such policies cannot be modified, cancelled or not renewed with less than thirty (30) days’ notice of such action by mail to the TOWN.

Failure to maintain adequate insurance coverage shall be deemed to be a material breach of this Contract and the TOWN shall be entitled to withhold any and all further payments claimed to be due or owing pursuant to this contract.

Contractor’s general liability insurance policy shall provide that it affords primary insurance and that the insurance company’s liability shall not be reduced by the existence of other insurance carried by the Contractor applicable to the loss. Certificates for the contractor’s general liability coverage shall be written on an “occurrence” basis.

To the fullest extent permitted by law, the Contractor shall acknowledges and agree that it shall defend, indemnify and hold harmless the TOWN and any of its officers, directors, employees, agents, affiliates, subsidiaries, and partners from and against all claims, damages, judgments liability, losses and expenses, including attorney’s fees arising out of or resulting from, in whole or in part, any act or omission of the Contractor, its employees, agents, and subcontractors,
anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, provided that any such claim, damage, judgment liability, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than services itself) including loss of use.

INCLUDE ON CERTIFICATE OF INSURANCE UNDER “DESCRIPTION OF OPERATIONS”:

Town of Hooksett, New Hampshire, 35 Main Street 03106 is included as an additional insured on the General Liability Policy for various work throughout the policy term.

**Performance Bond Required:**

The CONTRACTOR shall provide a Performance Bond for the amount of the base bid as part of this contract agreement where the Contractor shall guarantee his work for a period of two years after completion. A sample bond follows.
SAMPLE PERFORMANCE BOND

BOND NO.________

KNOW ALL MEN BY THESE PRESENTS:

That we, ________________________________ , of ________________________________ as principal(s)

And ________________________________ corporation

Authorized to transact surety business in the State of New Hampshire as surety, are held and firmly bound unto the Town of Hooksett, NH Public Works Department, 210 West River Road, Hooksett, NH 03106, as Obligee, in the penal sum of ________________________________ Dollars( $_______), lawful money of the United States of America, for payment of which, well and truly to be made, we bind ourselves, our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that Whereas the Principal is desirous of obtaining a license from the Town of Hooksett Department of Public Works to carry on business as ________________________________, for the term commencing on the ________ day of ____________, and ending on the ________ day of ____________,.

The Principal shall faithfully perform said work in all respects and shall guarantee his work for a period of two years after completion, against any failure caused by defective materials, or defective workmanship and will make good such defects, if so ordered, to the satisfaction of the Town Administrator or the Town Administrator's designee, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to them.

NOW, THEREFORE, If Principal shall, during the aforesaid term, faithfully observe and honestly comply with such Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation shall become void and of no effect, otherwise to be and remain in full force and virtue,

The Surety may, if it shall so elect, cancel this bond by giving thirty (30) days written notice to the Obligee and the bond shall be deemed canceled at the expiration of said period; the Surety remaining liable, however subject to all the terms, conditions and provisions of this bond, for any act or acts covered which may have been committed by the Principal up to the date of such cancellation.

PROVIDED, HOWEVER, That this bond may be continued from year to year by certificate executed by the security heron:

SIGNED, SEALED AND DATED ON THIS ______ day of ____________________, ________.

By: ___________________________ Title: ___________________________
Company: ___________________________

By: ___________________________ Title: ___________________________
Surety: ___________________________
Submission Requirements

Pricing must be inclusive, clear and concise, including such other information as requested or required. Be sure the proposal envelope is completely and properly identified. The face of the envelope shall indicate the title of the RFP “Bid 20-06 Fire Station Driveway Improvements”. Proposals must be received by the Town of Hooksett ON or BEFORE THE HOUR SPECIFIED ON THE ACCEPTANCE DATE. Proposals maybe either mailed or hand delivered to the Town Hall, 35 Main Street, Hooksett, NH 03106, Attn: Andre Garron, Town Administrator.

Items Addressed
The proposal should address all the points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the firm’s capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects and questions must be addressed:

a) Name, address, telephone number, fax number and e-mail address of the company
b) Three copies of the proposal must be submitted
c) Name of contact person and telephone number for purposes of following up on proposal.
d) Narrative including the qualifications of the company and municipal experience.
e) Has the company been in bankruptcy, reorganization or receivership in the last five years? If so, please explain under what circumstances this disqualification or termination occurred.
f) (3) Three copies of the proposal must be submitted.

Proposals must be received by the Town of Hooksett ON or BEFORE the hour specified on the acceptance date. Proposals may be either mailed to Andre Garron, Town Administrator, 35 Main Street, Hooksett, NH 03106, or hand delivered to the Municipal Center, 35 Main Street, Hooksett, NH, Attention: Andre Garron, Town Administrator

LATE BIDS WILL NOT BE ACCEPTED
## TOWN OF HOOKSETT, NEW HAMPSHIRE
**Fire Station Driveway Improvements Bid # 20-06**

### BASE BID - RECLAIMING, CONCRETE PADS, SIDEWALKS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNIT</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT BID PRICE DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>TOTAL</th>
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<tr>
<td>203.1</td>
<td>C.Y</td>
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<td>Common Excavation</td>
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<tr>
<td>304.3</td>
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<td>Crushed Gravel</td>
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<td>306.112</td>
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<td>608.54</td>
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<td>Tactile Warning Surfaces</td>
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<tr>
<td>609.5</td>
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<td>Remove and Reset Granite Curb</td>
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<td>LF</td>
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<td>Sawed Bituminous Pavement</td>
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<tr>
<td>692</td>
<td>LS</td>
<td>1</td>
<td>Mobilization</td>
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<tr>
<td>1001</td>
<td>EA</td>
<td>3</td>
<td>Reinforced Concrete Slabs Including Installation 12’ x 6’ x 8” Thick</td>
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**TOTAL BID AMOUNT:**

(NUMERALS)

**TOTAL BID AMOUNT:**

(WRITE OUT IN WORDS)
TOWN OF HOOKSETT, NEW HAMPSHIRE

Fire Station Driveway Improvements Bid # 20-06

ADDITIVE ALTERNATE - EXPAND PARKING LOT ALONG EAST SIDE OF SITE

<table>
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<th>UNIT BID PRICE</th>
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<td>Dollars and Cents</td>
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</table>

ADDITIVE ALTERNATE

TOTAL BID AMOUNT: ________________

(NUMERALS)

TOTAL BID AMOUNT: ________________

(WRITE OUT IN WORDS)

TOTAL: BASE BID AND ADDITIVE ALTERNATE

TOTAL BID AMOUNT: ________________

(NUMERALS)

TOTAL BID AMOUNT: ________________

(WRITE OUT IN WORDS)
DATE SUBMITTED: ________________________________

RESPECTIVELY SUBMITTED: ____________________________________________
(PLEASE PRINT BIDDER / CONTRACTOR’S NAME)

Print Representative’s Name and Title ___________________________ Signature ___________________________

Address / Street-City-Zip Code ____________________________________________

Telephone Number ___________________________ E-Mail Address ___________________________

Person signing proposal must be a person in your company authorized to sign a contract with the Town of Hooksett, NH

Notes to Bidders:
• All work included in this bid is dependent upon the bid amounts and available funding.
• Actual quantities are subject to change and will be based upon actual field measurements taken during construction.
TOWN OF HOOKSETT and CONTRACTOR AGREEMENT

Project: #20-06 Town of Hooksett Fire Station Driveway Improvements

THIS CONTRACT AGREEMENT is made and entered into at Hooksett, NH this ___th day of _______ by and between the Town of Hooksett, NH hereinafter designated TOWN, and ______________________ herein after designated CONTRACTOR, as follows:

1. SCOPE OF WORK. CONTRACTOR agrees to furnish all labor, materials, equipment and services necessary for performance of the following portion of the work described in the Contract titled “Bid #_____, ______________________ between TOWN and the CONTRACTOR.

2. SPECIAL CONDITIONS:

3. DEBRIS AND CLEAN UP. CONTRACTOR agrees to keep any and all debris resulting from its work cleaned up at all times, or to accept charges for clean-up by the TOWN and to place all garbage and debris in contractor provided refuse bin or designated area.

4. SCHEDULING. Time is of the essence of this Contract. CONTRACTOR shall start and complete its work under this Contract in accordance with the TOWN’s Schedule. CONTRACTOR shall reimburse TOWN for any costs accumulated or penalties levied against TOWN due to the negligence or non-performance of the CONTRACTOR, and such costs or penalties may be deducted from the amount due to CONTRACTOR under this Contract.

5. TAXES, INSURANCE, PERMITS AND LICENSES. CONTRACTOR shall take out and pay for Workers’ Compensation insurance as required by the State of New Hampshire. CONTRACTOR shall pay all sales taxes, excise taxes, old age benefit and unemployment compensation taxes on labor and material furnished under this Contract. CONTRACTOR shall obtain and comply with any permits or licenses necessary for the performance of its work under this Contract.

6. PRICE AND PAYMENT. TOWN shall pay CONTRACTOR for its performance of this Contract the sum of $ __________.
Progress payments on this Contract will be made once a month, based upon the Contractor’s estimate of the percentage of the Contract performed, less 10% to be retained until the completion of CONTRACTOR’s work and approval thereof by the TOWN. Retention’s shall be paid to CONTRACTOR within 30 days after CONTRACTOR’s work has been completed and approved by the TOWN. No payments other than on or about the 15th of each month unless expressly provided for here.

7. EXTRA WORK. No claims for extra work beyond the scope of this Contract will be honored unless first authorized in writing by TOWN prior to the performance of any such extra work.

8. GUARANTY. The CONTRACTOR hereby provides a twelve (12) month guaranty to TOWN with respect to CONTRACTOR’s work under this Contract after the date of final acceptance by the TOWN. In addition, the CONTRACTOR shall provide a $5,000.00 Bond as part of the Trench Excavation Permit which shall be effective for a 30 month period.

9. DEFAULTS AND TERMINATION. In the event CONTRACTOR interferes with the general progress of the general contract by negligence or delay, or CONTRACTOR abandons this contract or fails or refuses to furnish labor and materials at and when required under the terms of this Contract, the TOWN may at its election takeover said Contract, complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Contract against the CONTRACTOR, and CONTRACTOR agrees to reimburse the TOWN for any loss sustained thereby.

10. INDEMNITY. To the fullest extent of the law, CONTRACTOR agrees to defend, indemnify, and hold TOWN harmless and, if requested by TOWN, their consultants, agents and employees or any of them, from and against any and all claims, suits, losses or liability, including attorney’s fees and litigation expenses, for or on account of injury to or death of persons, including CONTRACTOR’s employees, CONTRACTOR’s Subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, as a result of contractors operations or completed operations, or by the operations of those acting on behalf of contractor. CONTRACTOR’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

11. ASSIGNMENT. CONTRACTOR may not assign this Contract.
12. **SAFETY:** CONTRACTOR acknowledges and represents that he/she has made an on-site inspection of the Premises and the work area so as to be familiar with all conditions, which may affect the safety and health of its employees as well as those of its subcontractors. CONTRACTOR and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance and all applicable laws, ordinances, rules, regulations, and orders issued by a public authority, whether federal, state or local, including OSHA and any safety measures required by TOWN. TOWN reserves the right, but not the obligation, to inspect the safety work performance of CONTRACTORs to ascertain their compliance with these applicable safety provisions. Notwithstanding the forgoing, CONTRACTOR, as an independent contractor, is solely responsibility for controlling the manner and means by which it performs the Work pursuant to this Agreement. Unless otherwise agreed to by the parties in writing, CONTRACTOR shall provide all safety equipment, materials, tools and personal protection equipment necessary to perform the work in a safe, healthful and workmanlike manner. CONTRACTOR shall immediately report to the TOWN all accidents, occupational injuries, and illness involving its employees or those of its subcontractors, relating to the Work of which cause any injury to a third party or which cause damage to the property of TOWN or a third party. CONTRACTOR shall promptly furnish to TOWN copies of any worker’s compensation report of injury or illness forms filed by any of its employees or those of its subcontractors and when requested, assist TOWN in any investigation it may conduct of any such accident, injury of illness. CONTRACTOR shall give prompt written notice to the TOWN of any accident involving bodily injury requiring a physician’s care, any property damage exceeding Five Hundred Dollars ($500) in value, or any failure that could result in serious bodily injury, whether or not such an injury was sustained.

13. **INSURANCE AND LICENSE INFO:**

Prior to starting work the CONTRACTOR shall provide a Certificate of Insurance confirming acceptable terms and limits of insurance (see below). This Certificate of Insurance will confirm that the TOWN is named as an Additional Insured on the CONTRACTOR’s Comprehensive General Liability Insurance policy. The CONTRACTOR’s policies must contain standard contractual liability insurance coverage as respects construction agreements.

The CONTRACTOR shall sign the Contract Insurance Requirements form (See attached) with the Town. Insurance coverage and limits required by the CONTRACTOR are as follows:

The CONTRACTOR shall also provide a copy of its current NEW HAMPSHIRE Contractor’s License; and Federal Id # (if a Corporation or Partnership) or Social Security # (if a sole proprietor).

14. **PAYMENT TERMS:** Application for Payment shall be submitted by the 30th of each month in order to facilitate payment on or about the 10th of the following month. Any
payments due under this contract shall be subject to TOWN’s receipt of all requirements in Paragraph # 14. No payment shall be made unless TOWN is in receipt of same, or if TOWN should receive notice of cancellation of any required coverage. **No faxed invoices will be accepted.**

The CONTRACTOR shall provide a Release of Lien stating that payment to all subcontractors/vendors/suppliers have been paid in full prior to the TOWN releasing the final payment.

15. **WORK TIME FRAMES:** Work to be started by May 30, 2020 and proceed continuously until complete.

15. **BOND:** The CONTRACTOR shall provide a Performance Bond for the amount of the base bid as part of this contract agreement.

16. **ATTORNEY FEES:** In the event that any suit or action is commenced by either party to enforce the terms or conditions of the Agreement, or for damages arising from breach of the Agreement, the prevailing party in such a suit or action shall be entitled to its reasonable attorney’s fees, including fees incurred in investigating the basis for such an action or the grounds of a defense, prosecuting or defending such an action and enforcing any judgment rendered in such an action. A prevailing party under this provision will also be entitled to recover its costs and disbursements in bringing or defending such an action.

  **This Contract is accepted:**

  **CONTRACTOR:** __________________________

  By: __________________________

  Title: __________________________  Date:________________

  Address: __________________________

  Telephone:________________ Fax#: ___________ Mobil#: ___________

  **Town of Hooksett, NH, 35 Main Street 03106**

  By: __________________________

  Title: **Andre Garron, Town Administrator** Date:_________________
TOWN OF HOOKSETT, HOOKSETT, NH

FIRE STATION DRIVEWAY IMPROVEMENTS PROJECT

DATE: MAR., 2020
SCALE: SHEET 1

HOOKSETT FIRE STATION

AREA NO. 1
RECLAIM PAVEMENT
INSTALL 2" BINDER/1" WEARING COURSE

REMOVE PAVEMENT AND GRAVEL
REPLACE SIDEWALK WITH 6" CRUSHED GRAVEL
INSTALL 2" BINDER/1" WEARING COURSE
2' X 4' TRUNCATED DOME PANEL
AREA = 72 SF

INSTALLED EA 12'X6'X8' REINFORCED CONCRETE SLABS ON 6" CRUSHED GRAVEL BASE

INSTALL 18" CRUSHED GRAVEL
INSTALL 2" BINDER/1" WEARING COURSE

AREA NO. 1 = 3,982 SF

AREA NO. 2 = 1,172 SF

RIVERSIDE STREET