

December 29, 2022
REPLACEMENT OF BRIDGE NO. 04409
WOOLSON STREET OVER STEELE BROOK
STATE PROJECT NO. 9153-4409

ADDENDUM NO. 1

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification as Small Business Enterprises ("SBE") from the Connecticut Department of Administrative Services ("DAS"). A minimum of 6.25% of the state-funded portion must be set aside for subcontractors holding current DAS certification as Minority-, Women-, and/or Disabled-owned businesses ("M/W/DisBE"). The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

The Contract Documents have been revised to reflect these requirements.

The Detailed Estimate Sheet has not been revised to reflect these changes.

The Bid Proposal Form has not been revised to reflect these changes.

There will be no change in the number of calendar days due to this Addendum.

The foregoing is hereby made a part of the contract.

PROJECT MANUAL

**STATE PROJECT NO. 9153-4409
REPLACEMENT OF BRIDGE NO. 04409
WOOLSON STREET OVER STEELE BROOK**

DECEMBER 2022

for

Watertown Public Works Department
61 Echo Lake Road
Watertown, CT 06795

by

SLR Consulting
99 Realty Drive
Cheshire, CT 06410

LEGAL NOTICE

Replacement of Bridge No. 04409 Woolson Street over Steele Brook State Project No. 9153-04409

Sealed bids for the construction of the following project will be received by the Purchasing Agent of the Town of Watertown at the office of the Purchasing Agent, Town Hall, 61 Echo Lake Road, Watertown, Connecticut 06795 until February 1, 2023, 11:00 am after which time no further bids will be accepted. NO EXCEPTIONS. The bids will be publicly opened and read in the office of the Purchasing Agent at 11:15 am.

Proposals must be submitted on the forms provided and in a sealed envelope plainly marked **“Bid – Replacement of Bridge No. 04409 Woolson Street over Steele Brook”**.

There will be a non-mandatory pre-bid meeting at **10:00 am, Tuesday, January 10, 2023** at Watertown Town Hall, Public Works Conference Room, 61 Echo Lake Road, Watertown, Connecticut 06795.

The Town of Watertown (Municipality) hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin, sex, sexual orientation, mental retardation or physical disability, including but not limited to blindness, in consideration for an award.

"Bid Proposal Form", "Schedule of Prices", "Exceptions to Specifications", "Receipt of Addenda", "References", "Bid Bond", and Bidder's Prequalification approval letter signed by the CTDOT Contracts Manager must be completed and returned with the submitted bid. Failure to properly execute and include any one of these four documents in the bid submission will result in the bid not being read and the subsequent rejection of the bid.

Plans and Specifications for the above project may be examined and/or obtained at Advanced Reprographics, 50 Corporate Avenue, Plainville, CT 06062, (860) 410-1020. Plans and Specifications may be viewed and/or obtained by going to the Advanced Reprographics website www.advancedrepro.net. Prospective bidders should access the "Planroom" on the website and go to the "Public Jobs" area, no log in information is necessary. Plans and specifications may be picked up at the Advanced Reprographics office. Plans and specifications may also be ordered by calling the Advanced Reprographics number listed above. Bidders are responsible for all printing costs and shipping costs, as applicable.

Form 818 Standard Specifications and Supplemental Specifications may be obtained via the Connecticut Department of Transportation's website: <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>. All Proposals must be on the form furnished by the Municipality and must be requested for the above-named project.

NOTE: Prospective bidders must have a current sworn Statement (CON-16) on file with the Connecticut Department of Transportation and be prequalified to perform Group No. 8 Minor Bridge work. The Bidder's Prequalification approval letter signed by the CTDOT Contracts Manager shall be included as part of the bid package submitted to the Municipality.

NOTE: Any Contractor or Subcontractor engaged in surface preparation and/or coating application must be certified by the Steel Structures Painting Council.

NOTE: A Surety Company Bond, on the form furnished by the Municipality, for at least 30 percent of the amount of the bid must accompany each proposal. A certified check will not be accepted. The Municipality reserves the right to reject any and all bids.

NOTE: This contract is subject to state set-aside and contract compliance requirements.

CONTRACTORS that find discrepancies and/or errors in or between plans, specifications, quantities and other matters, must immediately notify Mr. Jerry Lukowski, Public Works Director, (lukowski@watertownct.org) in writing not less than ten days before the scheduled bid opening.

Date: December 21, 2022 Town of Watertown

INFORMATION FOR BIDDERS

TOWN OF WATERTOWN

Replacement of Bridge No. 04409 Woolson Street over Steele Brook State Project No. 9153-4409

BID OPENING: 11:00 a.m., Wednesday, February 1, 2023 PROPOSALS RECEIVED

All bids must be in a sealed envelope and received prior to **11:00 a.m., Wednesday, February 1, 2023** at the office of the Purchasing Agent, 61 Echo Lake Road, Watertown, Connecticut 06795.

PREPARATION OF PROPOSALS

Proposals must be made upon forms contained herein. The blank spaces in the Proposal must be filled in correctly where indicated. The Bidder must state the prices for which he proposes to do each item of the work contemplated. In case of discrepancy where both words and the numerals are requested, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If the Proposal is made by an individual, his name, post office address and telephone number must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address and telephone number of the firm, partnership, or corporation. Failure to do so may disqualify the bid.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, post office address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: The Purchasing Agent, Town Hall, 61 Echo Lake Road, Watertown, CT 06795.

All information shall be entered in ink or by typewriter. Mistakes may be crossed out and corrections inserted before submission of your bid. The person signing the bid shall initial corrections in ink.

Corrections and/or modifications received after the closing time specified will not be accepted.

SUBMISSION OF PROPOSALS

All proposals shall be submitted **IN DUPLICATE** on the proposal form, which is a part of these specifications.

Proposals delivered via fax are received subject to the following qualifications and limitations:

- The Town is not responsible for the confidentiality of the information transmitted.

- The Town cannot guarantee that its fax equipment will be operational and able to receive transmittals by a particular time and date. It is the Bidder's responsibility to ensure that quotations are received in their entirety and on time at the required location. It is recommended that vendors be advised to call immediately after transmitting a document electronically to confirm complete and accurate receipt by the Town. The Town assumes no liability in the event that a bidder's electronic transmission is not received by the Town in a timely fashion or is not received either in its entirety or error-free.
- Bids transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

INCURRING COSTS

The Town of Watertown is not liable for any cost incurred for the preparation of proposals or submission of samples by the firms submitting proposals for the work requested in this bid document or request for proposals.

FAMILIARITY WITH THE WORK

Each bidder is considered to have examined the work to fully acquaint himself with the exact existing conditions relating to the work and has fully informed himself as to the work involved and the difficulties and restrictions attending the performance of this bid. Failure to do so will not relieve a bidder of his obligation to furnish all equipment, labor, and materials necessary to carry out the work for the consideration set forth in this bid. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

Where borings or other exploration data is shown on the Plans and/or specifications or made available to the Bidder, it is understood that such data were obtained in the usual manner and with reasonable care and are to be interpreted and used as the Bidder sees fit. There is no expressed or implied agreement that the data has been correctly indicated, and the Bidder is cautioned to take into account that conditions affecting the work may differ from those indicated.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics relating to this project. The Bidder agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession, because of any interpretations or misunderstanding on his part of this bid, or because of any failure on his part to fully acquaint himself with all conditions relating to the work. Permission for making borings, test pits, destructive tests or other investigations of subsurface conditions will be arranged for by the owner upon receipt of a written request therefor.

CONSIDERATION OF PRIOR SERVICE Previous performance, quality of service and merchandise will be considered.

ADDENDA AND INTERPRETATIONS & ALTERNATE PROPOSALS

Addenda information will be available online through Advanced Reprographics. Adobe Acrobat® Reader may be required to view this document. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline.

At the time of the opening of bids each bidder will be presumed to have inspected the work and to have read and to be thoroughly familiar with all of the Contract Documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instruction or document shall in no way relieve any bidder from any obligation in respect to his bid.

If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of these specifications, he may submit a written request for an interpretation to the Purchasing Agent. No interpretations as to the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally.

Every request for such interpretation should be emailed to the Town of Watertown, Purchasing Agent, Donna Ford (ford@watertownct.org) and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplementary instructions will be in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective bidders at the respective addresses furnished for such purposes, not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such Addendum or interpretations shall not relieve any bidder from any obligations under his bid as submitted. All Addenda so issued shall become part of the Contract Documents. Oral explanations will not be binding on the Town.

The specifications listed are to be interpreted as meaning the minimum acceptable by the Town of Watertown. Bidders are requested to submit quotations on the basis of these specifications. Alternative bids providing a broader scope and/or services than requested in these specifications may receive consideration providing such equipment and/or service is clearly explained. Any exceptions to the specifications requested herein must be clearly noted in writing and are to be included as a part of your bid proposal. If none are included, it will be assumed that there are none.

Definition of the word "complete" means that each unit of the equipment proposed shall include all appurtenances, fasteners, parts, accessories, and services ordinarily catalogued.

An item equal to that named or described in the specifications may be furnished by the Bidder, except where expressly noted as "no substitutions." The naming of any commercial name, trademark, or other identification shall not be construed to exclude any item of any manufacturer not mentioned by name, nor limit competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:

- A. It is at least equal in quality, durability, appearance, strength and design.

- B. It will perform at least equally the function imposed by the design for the work being contracted for or the material being purchased.
- C. It conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.

The Bidder shall hold the Town of Watertown, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or uncopied compositions, secret process, patented or unpatented inventions, articles or appliances furnished or used under this bid, and agrees to defend, at his own expense, any and all actions brought against the Town of Watertown or himself because of the unauthorized use of such articles.

QUOTATION LIMITATION

Bidders shall offer only **ONE ITEM AND PRICE** for each line-item bid. If an 'or equal' item is to be bid, the bidder is to select the brand and model that meets or exceeds the specified item and submit his bid for that item.

ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into unit price items. The quantities shown are to be considered as approximate only. The Purchasing Agent does not expressly or by implication agree that the actual quantity will correspond therewith but reserves the right to increase or decrease the amount of any item or portion of the work as deemed necessary.

SAMPLES

Samples of articles, when required shall be furnished free of cost of any sort to the Town of Watertown. Samples received may be retained by the Town for future comparison. Samples which are not destroyed by testing, or which are not retained for future comparison will be returned upon request at the bidder's expense.

WITHDRAWAL OF BID

Bidders may withdraw their proposals at any time prior to the bid date. No agent/broker shall withdraw or cancel their proposal for a period of sixty (60) days after the bid closing date of **11:00 a.m., Wednesday, February 1, 2023**. The successful agent/broker shall not withdraw, cancel or modify their proposal.

PERFORMANCE BONDS / PAYMENT BONDS

A performance bond is required and shall be in the amount of 100% of the bid award, in the name of the "Town of Watertown", in the form and with a surety company approved by the State Commissioner of banking and insurance and issued within ten (10) calendar days of the bid award date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. This financial instrument shall be for the faithful performance of the contract and shall be used at the sole discretion of the Town of Watertown to pay liquidated Damages for failure or refusal to perform in accordance with the contract. No withdrawals shall be made until

after five (5) calendar days' notice of noncompliance with the contract is sent by certified U.S. Mail. This in no way limits further actions the Town of Watertown may take.

POWER OF ATTORNEY

Attorneys-in-fact who sign contract bonds must file, with each bond, a certified and effectively dated copy of their power of attorney.

EXECUTION OF CONTRACT

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Purchasing Agent of the Town of Watertown, with the sureties offered by him or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State, in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the President and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect so to do, the Town may, at its option, determine that the Bidder has abandoned the Contract, and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Town. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

SUBCONTRACTORS

- A. Each bidder contemplating the use of any subcontractor shall submit a list of subcontractors as listed on the Bid Form.
- B. The apparent low bidder shall file with the Town of Watertown, within five (5) days after the date of bid opening, a complete list of the names and addresses of competent, responsible, and qualified subcontractors who are actually to perform major portions of the work. This in no way restricts or limits the requirement that all subcontractors must be approved by the Town.
- C. Subcontractors listed on the Bid Form or those previously approved may not be changed without the approval of the Town of Watertown.

Local subcontractors, material suppliers, and labor in the Town of Watertown should be considered and sought insofar as is practical in the performance of this project.

QUALIFICATION OF BIDDER

In determining the qualifications of a bidder, the Town may consider his record in the performance of any contracts for similar work into which he may have previously entered; and the Town expressly reserves the right to reject the bid of such bidder if such record discloses that such bidder, in the opinion of the Town, has not properly performed such contracts or has habitually, and without just cause, neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, suppliers, state or local codes, men or employees of subcontractors.

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by or the investigation of such bidder fails to satisfy the Town that such bidder is properly qualified, or that such bidder misrepresented material facts in the bid documents.

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

DELIVERY

Inasmuch as this work concerns a needed public improvement, the provisions of this bid relating to the time of delivery, performance and completion of the work are of the essence of this bid. Accordingly, the successful bidder shall commence work **upon receipt of the signed Purchase Order** unless the Town shall authorize or direct a further delay and shall proceed with the work diligently so as to permit completion no later than **two hundred and forty four (244) calendar days after receipt of the Town's Purchase Order.**

Time of delivery shall be stated as the number of calendar days following receipt of the Purchase Order by the Bidder to receipt of the goods or services by the Town of Watertown.

Prices quoted must include delivery to the Town of Watertown as specified on the Purchase Order. No charges will be allowed for parking, crating, freight, express or cartage unless specifically stated and included in this bid.

Time of delivery may be considered in the award.

PAYMENT

The successful bidder shall execute three (3) copies of the contract agreements. Monthly payments to the Bidder shall be made on ninety-five percent (95%) of the value of work completed, materials and supplies delivered to the site and properly stored. The successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment, and at time of final payment, prior to any payment made.

The Town, after inspection and acceptance of workmanship, and in consideration of the faithful performance by the Bidder of all and singular his covenants, promises, and agreements contained

herein, agrees to pay the Bidder for the full completion by him of the work embraced in this Contract, within (30) Thirty Days of the receipt of the final invoice. When subcontractors or suppliers are utilized, the successful Bidder for this project shall be required to submit a Mechanics Lien Waiver, acceptable to the Town, with each progress payment and/or at time of final payment prior to any payment being made.

Time, in connection with any discount offered, will be computed from the date of delivery to the Town or from the date a correct invoice is received by the Town's Finance Department, if the latter date is later than the date of delivery.

Prices will be considered as **NET**, if no cash or payment discount is shown.

The successful bidder shall submit invoices to the following address:

Town of Watertown
Engineering
Department 61 Echo
Lake Rd.
Watertown, CT 06795

IT IS UNDERSTOOD AND AGREED THAT SHOULD A BID BE ACCEPTED, IT WILL AUTOMATICALLY BECOME THE CONTRACT OR AN ADDENDUM TO ANY CONTRACT AGREED UPON.

Notification of the bid award will be made by issuance of a purchase order. Bidders are to list their bids on the appropriate attached sheets. Bidders may attach a letter of explanation. A clear notification should be made on the standard bid sheets at the appropriate point of explanation that there is a letter of explanation attached. All bids must be NET prices.

The successful bidder shall submit an itemized invoice to the Town of Watertown for the work as described herein.

The bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment and at time of final payment prior to any payment being made.

At the time of award, the successful bidder shall be required to supply the Town of Watertown a Certificate of Good Standing, certifying that the corporation is in fact a valid corporation and presently licensed to conduct business in the State of Connecticut.

SALES TAX

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be

included as part of the bid. The Town will furnish the successful Bidder sales tax exemption authorization.

CARE AND PROTECTION OF PROPERTY

The Bidder shall take particular care to avoid damages to all private and public property and to private or public improvements within the Town's right of way. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of private or public property improvements.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL CODES

The Bidder shall be responsible for full compliance with any Federal, State and/or Local codes, laws, regulations, and standards, as applicable-

CHRO CONTRACT COMPLIANCE REGULATIONS

The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

AWARD

The Town of Watertown reserves the right to accept or reject any bid to best serve its interests, or to hold the bids for sixty (60) days before decision.

The Town reserves the right to reject any and all bids (or any part thereof), to waive defects in proposals, or to accept any proposal deemed to be in its best interest.

Exceptions will be considered to the specification provided, providing they are listed and fully explained on a separate page entitled "EXCEPTIONS TO SPECIFICATIONS"

Each exception will be considered as to its degree of impact and total effect on the bid. The purchaser shall determine which (if any taken) exceptions are acceptable, and this determination shall be final.

The Town of Watertown reserves the right:

- 1) To award bids received on the basis of individual items, or groups of items, or on the entire list of items.

- 2) To reject any or all bids, or any part thereof.
- 3) To waive any informality in the bids.
- 4) To accept the bid that is in the best interest of the Town of Watertown. The Purchasing Agent's decision shall be final.

INSURANCE

A. General:

The Bidder shall be responsible for maintaining insurance coverage in force for the life of the contract of the kinds and adequate amounts to secure all of the Bidder's obligations under the contract with an insurance company with an AM Best Rating of A - VII or better licensed to write such insurance in Connecticut and acceptable to the Town of Watertown.

The insurer shall provide the Town of Watertown with Certificates of Insurance signed by an authorized representative of the insurance company(ies) prior to the performance of this contract describing the coverage and providing that the insurer shall give the Town of Watertown written notice at least thirty (30) days in advance of any termination, expiration, or any and all change in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Bidder's responsibility under this agreement.

The Bidder at his own cost and expense shall procure and maintain all insurance required and shall name the Town of Watertown as an additional insured on all contracts except Worker's Compensation and Professional Errors & Omissions coverage.

In order to facilitate this requirement for insurance, it is recommended that the bidder forward a copy of this exhibit to the bidder's insurance representative(s).

B. Specific Requirements:

(1) Workers' Compensation Insurance

The Bidder shall provide Workers' Compensation Insurance required by law and the Employer's Liability Insurance for at least the amounts of liability for Bodily Injury by accident of \$100,000 each accident; Bodily Injury by Disease each employee of \$100,000; Bodily Injury by Disease, policy limit of \$500,000.

(2) Commercial General Liability Insurance

The Bidder shall carry Commercial General Liability policy (Insurance Services Office Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000.

(3) Business Automobile Liability Insurance

The Bidder shall carry Business Automobile Liability Insurance. (Insurance Services Office Incorporated Form CA-00001 or equivalent). A per occurrence limit of \$1,000,000 is required.

“Any Auto” (symbol 1 or equivalent) is required.

C. Hold Harmless & Subcontractor’s Requirements:

The Bidder shall require the same insurance that it is required to carry by the Town of Watertown to be carried by any subcontractors and independent contractors hired by the Bidder and to obtain Certificates of Insurance before subcontractors and independent contractors are permitted to begin work.

The Bidder shall require that the Town of Watertown be named as Additional Insured on all subcontractor’s and independent contractor’s policies before they are permitted to begin work.

The Bidder and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the Town of Watertown, and its officers, agents, servants, and employees for losses arising from the work performed by each on this contract.

The Bidder assumes and agrees to hold harmless, indemnify, protect, and defend the Town of Watertown against any and all liability for injuries and damages to Bidder and to Bidder’s employees, agents, subcontractors and guests, third parties or otherwise incident to or resulting from any and all operations performed by a contractor under any terms of this contract.

D. Other Data:

NOTE 1: If Bidder is only a vender shipping goods via Common Carrier only, General Liability is required.

NOTE 2: If Bidder is a Professional, Errors & Omission coverage will be required.

NOTE 3: The Town reserves the right to amend amounts of coverage required and the types of coverage provided based on work or service to be performed.

GUARANTEE

The bidder shall unconditionally guarantee for a period of one (1) year from the date of acceptance, all materials, supplies, equipment, and services; including but not limited to its workmanship, delivery, and installation. If within the guarantee period there are any defects or

signs of deterioration the bidder shall repair, adjust, or replace the item(s) to the complete satisfaction of the Town. These repairs, adjustments, or replacements are at the sole expense of the bidder and shall be made at such times that are agreeable to the Purchasing Agent so that it is least detrimental to instructional programs.

PERMITS

When required all licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, regulations in connection with the prosecution of the work shall be obtained by the Bidder, at no additional cost to the Town. The cost of local building permits will be assessed at sixteen cents per one thousand dollars of construction value as declared on the building permit application pursuant to State of Connecticut Statute Sec. 29-263 by the Town of Watertown. The successful contractor will be responsible for payment to the Town of Watertown Building Inspection Department.

PREVAILING WAGE RATES

The Town of Watertown shall require the payment of prevailing rates of wages in accordance with the wage section of the Connecticut General Statutes 31-53, 93-392 and shall institute such investigations and periodic monitoring procedures as deemed necessary to determine compliance with labor standard provisions and the Federal requirements of the Statutes as amended.

NONDISCRIMINATION IN EMPLOYMENT

The successful bidder shall agree and warrant that, in the performance of this contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County, or Municipal law. A certification of Nonsegregated Facilities and a Certification Regarding Equal Employment Opportunity shall be considered a part of this contract.

DISPUTE RESOLUTION

1. Mandatory Negotiation.

The parties agree that they will attempt to negotiate in good faith any dispute of any nature arising under this agreement. The parties shall negotiate in good faith at not less than two (2) negotiation sessions prior to seeking any resolution of any dispute by any means under Dispute Resolution provisions contained herein below. Each party shall have the right to legal representation at any such negotiation session.

2. Mandatory Mediation.

Any dispute or question arising under the provisions of this agreement, which has not been resolved under the mandatory negotiation provision, shall be submitted to non-binding mediation before one (1) mediator agreed upon by the parties or appointed by the American Arbitration Association. Mediation proceedings shall take place at any suitable location in Watertown, Connecticut and shall be conducted in accordance with

the rules and procedures of the mediation then applicable of the American Arbitration Association. If an independent mediator is agreed upon by the parties, said independent mediator shall establish the rules of such mediation. Each party shall pay one half of all costs and expenses of such mediation. The parties shall use their best efforts to reach a good faith resolution of said dispute within ninety (90) days after the commencement of the mediation proceedings. Any decision of the mediator shall not be binding upon the parties except by agreement of the parties.

3. Election to Begin Court Proceedings.

Provided the parties have completed the mandatory negotiation proceedings and the foregoing provisions with respect to mediation notwithstanding, if either party determines that mediation is not an appropriate means to settle any such dispute, such party shall have the right to commence judicial proceedings for the purpose of settling any such dispute.

MECHANICS LIEN WAIVERS

The successful Bidder shall be required to submit a Mechanics Lien Waiver, acceptable to the Town of Watertown, with each progress payment, and/or at time of final payment, prior to any payment made.

For further technical or administrative information contact Ms. Donna Ford, Purchasing Agent at (860) 945-5260 or via email at ford@watertownct.org.

**TOWN OF WATERTOWN
WATERTOWN, CONNECTICUT**

GENERAL REQUIREMENTS

**Replacement of Bridge No. 04409 Woolson Street over Steele Brook
State Project No. 9153-4409
Watertown Public Works Department**

Scope of Work

The Contractor shall provide all labor, superintendence, materials, plant, tools, and equipment necessary for properly constructing the specified improvements and all other work necessary for the proper completion of the project as shown on the Contract Drawings and specified herein within the time stipulated.

Standards

Whenever reference is made in this Contract to the Standard of any technical society or other recognized organization, these shall be construed to mean the latest standard adopted and published at the date of the advertisement for bids.

Abbreviations are defined as follows:

ASTM	- American Society for Testing and Materials
ANSI	- American National Standards Institute
ASA	- American Standards Association
ACI	- American Concrete Institute
AASHTO	- American Association of State Highway and Transportation Officials
ASME	- American Society of Mechanical Engineers
IEEE	- Institute of Electrical and Electronics Engineers
AWWA	- American Water Works Association
ACPA	- American Concrete Pipe Association

Lines and Grades

The Engineer will establish all principal benchmarks and lines and grades required for the work and will make the surveys and measurements necessary for determining pay quantities. All intermediate lines, grades, and measurements required for the construction details shall be laid out by the Contractor and he shall be responsible for their accuracy. The Contractor shall provide such facilities and men as may be necessary for the Engineer to check lines and grade points placed by the Contractor. All material required for grade stakes shall be furnished by the Contractor and after the required lines and grades have been established thereon, they shall be properly protected to prevent movement or displacement. The Contractor shall keep a transit and leveling instrument on or near the site at all times and a skilled instrument man, employed or

obtained whenever necessary, for layout of all locations, dimensions, and levels, and no data, other than the information contained in the Drawings, Specifications, and written orders of the Engineer, shall justify departure from the dimensions and levels required by the Drawings.

Contract Drawings and Working Drawings

The work is shown on the accompanying Contract Drawings. Such additional working drawings, as required because of changes or to provide greater detail, will be provided by the Engineer.

Alterations

The Engineer may make alterations to the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of the work. If such alterations increase the quantity of work, such increase will be paid for according to the quantity of such extra work actually done and at the prices stipulated for such work under unit price items of the Contract. In case no unit price is applicable, the alterations will be paid for as extra work defined in the Contract under the section entitled Extra Work.

Planimeter

The use of the planimeter shall be considered satisfactory for estimating quantities where geometric and analytic methods would be comparatively laborious.

Contractor's Schedule of Operations

The Contractor shall submit, within ten (10) days of the date of the Notice to Proceed, a preliminary schedule of operations for the project to the Engineer for approval. The approved preliminary schedule shall be used to prepare a detailed schedule of the principal construction events including all proposed purchase and delivery dates for items with critical delivery times. A supplemental bar graph shall also be prepared based on this construction schedule. The detailed schedule and supplemental bar graph shall be submitted within ten (10) days of the date of the Notice to Proceed.

The status of the project shall be evaluated monthly by the Contractor and shall be compared to the original schedule which shall be revised, if necessary, and reissued.

Coordination with Other Contractors and Utilities

During the progress of the work, other contractors and/or utilities may be engaged in performing work in the area. The Contractor shall coordinate the work to be done under this Contract with the work of others.

Cost Breakdown

Prior to the first estimate for payment to the Contractor, the Contractor shall submit to the Engineer for approval a detailed cost breakdown of the various amounts to be paid for within each Lump Sum Item, as applicable. It shall also include, but not necessarily be limited to, proportional amounts of bonds, insurance, and miscellaneous works which are to be paid for

throughout the life of the Contract, and which are not specifically included for payment under other Items and/or Division of the Contract.

Estimated Quantities

To aid the Engineer in determining quantities to be paid for, the Contractor shall, whenever requested, give the Engineer access to the proper invoices, bills of lading, or other pertinent documents and shall provide methods and assistance necessary for weighing or measuring materials.

Payment for Miscellaneous Work

No direct payment will be made to the Contractor for furnishing and providing miscellaneous temporary works, plant, and services, including Contractor's office, sanitary requirements, water supply, power, tools, equipment, lighting, telephone systems, store houses, store yards, safety devices, permits, insurances, bonds, watchmen, clean up, and the like, or other items specified under these General Requirements, unless payment therefor has been specifically provided. Compensation for the same is understood to be included in the scheduled prices hereinbefore given for the various kinds of work contemplated.

Drawings and Information to be Furnished by the Contractor

For materials and equipment not supplied by the Owner, the Contractor shall promptly furnish to the Engineer, for his information, three (3) copies of drawings in detail of the materials, equipment, piping, and structural details for any part of the work for which Drawings are not to be issued by the Engineer. Before placing orders for any manufactured item or part of structure, he shall also submit three (3) copies, for approval, of detailed lists and descriptions of the various materials, fixtures, fittings, supplies which he proposes to use in the work, and also the names of individuals or companies who propose to furnish or manufacture the same. Copies of results of all tests of materials and equipment shall be furnished by the Contractor immediately following the performance of required tests.

Prior to the submittal of shop drawings, the Contractor shall check, approve, initial, and date the drawings and shall also indicate by reference the Specification and/or Plan which covers the item. Submittals will be returned to the Contractor if they have not been properly processed by him.

Approval by the Engineer of shop drawings for any material, apparatus, device, and layout shall not relieve the Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity, and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Approval shall not relieve the Contractor from the responsibility for errors of any sort on the shop drawings. If the shop drawings deviate from the Contract Documents, the Contractor shall advise the Engineer of the deviations in writing, including the reasons for the deviation.

In the event the Contractor obtains the Engineer's approval for the material, manufactured items, or equipment, other than that which is shown on the Plans or specified herein, the Contractor

shall, at his own expense, make any changes as required in the structures, buildings, piping, or any other portion of the work necessary to accommodate the approved material, manufactured item, or equipment.

Contract Limits

The Contractor shall confine his activities to within street lines, easements, and rights-of-way.

The Contractor shall take particular care to protect trees and shrubs and private personal property. He shall make good any damage to the satisfaction of the Engineer.

The Contractor shall not enter upon or make use of any private property along the line of work, outside the limits of the rights-of-way, except when written permission is secured from the owner of said property and a copy delivered to the Engineer. The Contractor shall be held responsible for all damages or injury, done by himself or those in his employ, to any private or public property of any character during the prosecution of the work. The Contractor shall restore or repair at his own expense, in a manner satisfactory to the Engineer, such property as may be damaged by his operations during the prosecution of the work.

In case of failure on the part of the Contractor to restore or repair such property in a manner satisfactory to the Owner, the Owner may, upon 48 hours' notice to the Contractor, proceed with such restoration or repair. The expense of such restoration or repair shall be deducted from any monies, which are due or may become due the Contractor under this Contract.

The Owner will obtain photographs and/or video tape recordings of the site prior to the start of work under this Contract and Agreement. These photographs and/or recordings will be used to judge the conditions of the site during the course of the work and the adequacy of restoration of the site after completion of the work.

Cleaning up Site

During the progress of the work, the Contractor shall keep the construction area in a neat condition, free from accumulations of waste materials and rubbish. Lunch papers, bottles, lumber cut-offs, drinking cups, and like rubbish shall be removed from the site daily. No alcoholic beverages will be permitted at the construction site(s).

On or before completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property all surplus and discarded materials, rubbish, and temporary structures, and restore all property in an acceptable manner and leave the whole area in a neat and presentable condition.

Storage of Materials

Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms and covered or stored in a suitable building, as directed by the Engineer. Stored materials shall be located so as to facilitate prompt inspections.

Materials and equipment supplied by the Owner shall be jointly inspected by the Owner and the Contractor and shall, upon acceptance by the Contractor, become the Contractor's responsibility to make good any damage to the materials and equipment until they have been incorporated and accepted in the work.

Removal of Condemned Materials

The Contractor shall immediately remove all rejected and condemned materials of any kind brought to or incorporated in the work from the site of the work. No such rejected or condemned materials shall again be offered for use by the Contractor.

Hauling Materials

Before starting any work, the Contractor shall arrange for the use of routes of travel for hauling materials, including surplus earth and rock, with the Municipal or State Officials having jurisdiction that will result in minimum inconvenience to the traveling public. Routs of travel so scheduled shall be adhered to throughout the course of the work, unless otherwise approved.

Accommodation of Traffic

During the progress of the work, the Contractor may close Woolson Street/Northfield Road and the intersection with Merriam Lane to through traffic. The Contractor shall maintain at all times a minimum of one 11-foot lane for Emergency Services access through the site as shown in the Contract documents.

Driveways shall be closed as short a time as possible while work is in progress and passage shall be restored by the close of work every day, by properly placed backfill or approved bridging. Ingress and egress to private property, satisfactory to the Engineer, shall be continuously provided.

The Contractor shall give advance notice to the Fire and Police Departments and the Board of Education of his proposed street operations and road closures. He further agrees to be responsible for all legal notices to the public concerning the state of the roads while the work is in progress.

Warning signs shall be provided along all streets while work is in progress. Barricades and lights shall be provided as required to protect life and property. All such work and operations shall be in accordance with requirements of the Owner and the Specification herein. The use of unauthorized or unapproved signs, barricades, or traffic delineators will not be permitted.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in the Specifications, the Engineer may immediately and without notice arrange for furnishing, installing and maintaining barricades or lights and any other precaution deemed necessary. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

The Contractor shall be held responsible for any damages that may have to be paid as a consequence of the Contractor's failure to protect the public.

The Engineer and the Chief of Police will determine the need for uniformed police officers for traffic control. If uniformed police officers are deemed necessary, the cost of the officers will be borne by the Town, unless otherwise specified.

Temporary Roads

The Contractor shall be responsible for providing and maintaining such temporary access roads, to and along right-of-way, as are necessary for transportation of materials and equipment. Where such roads are on private property, he shall obtain permission for their construction and use and pay all costs pertaining thereto.

Working Conditions

In prosecuting the work of this Contract, the Contractor shall provide working conditions on each operation that shall be as safe and healthful as the nature of the operation permits. He shall comply with all safety and sanitary rules, laws, and regulations.

Work in Inclement Weather

During freezing, stormy, or inclement weather, no work shall be performed except such as can be done satisfactorily and in such manner as to secure first-class construction throughout.

Working Hours

The Contractor's working schedule shall be confined between the hours of 7:00 a.m. and 6:00 p.m. current local time. Weekend work shall be permitted.

Unless otherwise especially permitted, no work shall be done between the hours of 6:00 p.m. and 7:00 a.m. except as necessary for the proper care and protection of the work already performed. If it shall become absolutely necessary to perform work at night, the Engineer shall be informed at least 24 hours in advance of the beginning of the performance of such work. Only such work shall be done at night as can be done satisfactorily and in a first-class manner. Good lighting and all other necessary facilities for carrying out and inspecting the work shall be provided and maintained at all points where such work is being done.

Emergency Work

The Contractor shall file, with the Public Works, Fire and Police Departments of the Town of Watertown, the name and telephone number of a person authorized by him who may be contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. This person shall be readily available and have full authority to deal with any emergency that may occur.

The Contractor shall be solely responsible for site safety and compliance with all applicable regulations with regard to work related activities.

Environmental Compliance

A. General

This section of the Contract is provided to identify those construction activities or other activities under the Town's control or jurisdiction which may have a negative effect on the environment, including the Town's native waters and natural resources, and to prevent or minimize any damage to the environment which might result from such activities, both during and following the completion of any transportation project.

This section reinforces those environmental protection requirements which the Contractor is bound to meet under the terms of the Contract, or under Federal, State or Local laws and regulations. If a Contractor fails to comply with environmental provisions of the Contract or law, the Contractor shall be penalized as provided in this Section and as provided elsewhere in this Contract.

B. Compliance with Laws and Regulations.

The Contractor shall at all times conduct his operations in conformity with all Federal, State and Local permit requirements concerning water, air or noise pollution or the disposal of contaminated or hazardous materials. Permit requirements include but are not limited to those established by regulations administered by the United States Coast Guard, the U.S. Army Corps of Engineers, and the U.S. Environmental Protection.

Appropriate permits shall be required for all activities associated with or incidental to the Contractor's operations including, but not limited to, those on the Project site and in all adjacent areas, waste, and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, and any other temporary staging areas. The Contractor shall be responsible for, and hold the Town harmless from, any penalties or fines which may be assessed by any authority due to the Contractor's failure to comply with the terms of all applicable permit requirements.

The Town will submit all applications and obtain all permits required for Contract work within the limits shown on the plans or identified elsewhere in the Contract documents. The Contractor shall transfer the Watertown Conservation permit from the name of the Town to his own name. A copy of the permit application and the permit are attached.

Any request by the Contractor for authorization of activities or methods not specifically called for by the Contract, plans, applications submitted or applicable permits issued for the Project must be submitted by the Contractor in writing to the Engineer, and must include a detailed description of the proposed activities or methods, the justification for those activities and supporting documentation showing the proposed activity or method will not create risks of damage to the environment. If such proposal is accepted by the Engineer, the Town will process an application to the appropriate regulatory agency or agencies for any permit amendment, modification, revision, or new permit required for the Contractor to carry out the additional activities or implement the changed methods on the Project. The Town does not, however,

guarantee that it will be able to obtain the desired permit amendment, modification or revision, and the Town will not be liable for the effects of any inability to do so. No extension of time will be granted as a result of the contractor's request to perform work not authorized as part of the established permit requirements. If the amendment, modification, or revision of the permit is not necessary for the Contractor to perform the work as required by the original Contract or as subsequently ordered by the Engineer, then no claim may be made by the Contractor based on the amount of time taken by the Town to review the Contractor's proposal, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be implemented until and unless the Engineer approves in writing the Contractor's request.

In case of failure on the part of the Contractor to perform pollution control work as determined by the Engineer, the Engineer may, upon 24 hours written notice, arrange for the performance of the work by approved forces and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other State contract.

C. Water Pollution Control

1. The Contractor shall, throughout the life of the contract, control and abate siltation, sedimentation and pollution of all waters, underground water systems, inland wetlands, and navigable waters for work appearing on the plans. Temporary construction methods proposed by the Contractor shall also conform to all application or permit requirements. The Contractor shall assume responsibility for all obligations and costs incurred under the terms and conditions of such permit applications or permits.

The Contractor shall obtain any permits and pay any fees required for the performance of work which is not included in the original Contract or which is to be done outside the Project limits but which is proposed in the fulfillment of his Contract obligations including, but not limited to, the removal of material from, deposition of materials in, obstruction of, construction within, alteration or pollution of any inland wetland, navigable water, streams, ponds, lakes, water supplies or other water bodies.

2. The following items may be superseded by specific permits from the Connecticut Department of Energy and Environmental Protection (DEEP) or the Watertown Conservation Agency (WCA). The Contractor shall not make any design changes in the Contract work which requires a variance from the requirements of the following items until and unless the Contractor has first submitted a detailed written proposal for such changes to the Engineer for review by the Department and for transmittal to and review by the DEP and/or the WCA and then received approval from the Town of the proposed variances.

BEST MANAGEMENT PRACTICES

1. No construction shall proceed until erosion and sedimentation control plans, prepared by the Contractor, have been submitted in writing and approved by the Engineer, and until

such controls have been installed as the Engineer directs. Such plans shall be consistent with the Connecticut Council on Soil & Water Conservation document "Connecticut Guidelines for Soil Erosion and Sediment Control," as revised, which is available from the Connecticut Department of Environmental Protection, and with the Department document "On Site Mitigation for Construction Activities," as revised.

2. Refueling of equipment or machinery within 8 m of any wetland or watercourse shall be allowed only with the approval of the Engineer.
3. No construction shall proceed until a written proposal of methods to prevent construction debris, paint, spent blast materials, or other materials from entering the wetland or watercourse has been submitted by the Contractor to the Engineer and approved by the Engineer, and such methods have been implemented as the Engineer directs. These materials shall be collected and disposed of in an environmentally safe manner in accordance with all applicable Federal, State, and local laws and regulations. The Engineer may order the Contractor to cease such activity temporarily if, in the judgement of the Engineer, wind or storm conditions threaten to cause the deposit of such materials into a waterway.
4. No materials resulting from construction activities shall be placed in or allowed to contribute to the degradation of an adjacent wetland or watercourse. Disposal of any material shall be in accordance with Connecticut General Statutes, including but not limited to Sections 22a-207 through 22a-209.
5. Fording of streams with equipment shall be prohibited, except as approved by the Engineer and as permitted by the WCA. Such equipment travel shall be minimized. Where frequent equipment travel on stream banks and beds is necessary, washed stone shall be placed to minimize erosion, scour, and turbidity, provided no significant grade change will be required for any haul road or temporary structure placed in wetlands or watercourses.
6. All off-site disposal locations for material and debris resulting from the progress of the Project shall be submitted in writing to the Engineer who shall determine whether or not they are acceptable. The Contractor shall ensure that these locations are outside of designated wetlands or watercourses, unless otherwise approved by local, state, or federal agencies with jurisdiction over the matter.
7. A construction sequencing plan and a water handling plan including a contingency plan for flood events must be submitted in writing to the Engineer and approved by the Engineer prior to the commencement of any construction in a waterway. Water shall be kept deep enough in the channel to allow for the passage of fish and the continuous flow of the watercourse as required by the Engineer.
8. When dewatering is necessary, pumps shall not discharge directly into the wetland or watercourse. Prior to dewatering, the Contractor must submit to the Engineer a written proposal for specific methods and devices to be used, and obtain the Engineer's approval of such methods and devices to be used for dewatering activities, including, but not limited to, pumping the water into a temporary sedimentation bowl, providing surge protection at the inlet and outlet of pumps, or floating the intake of the pump, or other methods to minimize and retain the suspended solids. If the Engineer determines that the pumping operation is causing turbidity problems, said operation shall cease until such

time as a means of controlling turbidity is submitted by the Contractor, approved by the Engineer, and implemented by the Contractor.

9. Work within or adjacent to watercourses shall be conducted during periods of low flow, whenever possible. The Engineer shall remain aware of flow conditions during the conduct of such work and shall cause such activity to cease should flow conditions threaten to cause excessive erosion, siltation or turbidity. The Contractor shall make every effort to secure the work site before predicted major storms. A major storm shall be defined as a storm predicted by NOAA Weather Service with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects.
10. All temporary fill shall be stabilized during use to prevent erosion and shall be suitably contained to prevent sediment or other particulate matter from reentering a wetland or watercourse. All areas affected by temporary fills must be restored to their original contours or as directed by the Engineer and revegetated. The areal extent of temporary fill or excavation shall be confined to that area necessary to perform the work, as approved by the Engineer.
11. Seeding is to be accomplished within 7 days of the Contractor's reaching an appropriate grading increment as determined by the Engineer. If the Engineer anticipates and notifies the Contractor, or if the Contractor intends, that a grading operation will be suspended for a period of 30 or more consecutive days, the Contractor shall, within the first 7 days of that suspension period, accomplish seeding, or take such other appropriate measures to stabilize the soil as may be required by the Engineer.
12. Dumping of oil, chemicals or other deleterious materials on the ground is forbidden. The Contractor shall provide a means of catching, retaining, and properly disposing of drained oil, removed oil filters, or other deleterious material. All spills of such materials shall be reported immediately by the Contractor to the DEP.
13. No application of herbicides or pesticides within 8 m of any wetland or watercourse will be allowed. All such applications must be done by a Connecticut licensed applicator. The Contractor shall submit to the Engineer the proposed applicator's name and license number and must receive the Engineer's approval of the proposed applicator, before such application is carried out.
14. During spawning seasons, as defined in the Contract, discharges and construction activities in spawning areas of State Waters shall be restricted so as not to disturb or inhibit aquatic species which are indigenous to the waters.

If the Contractor wants to make changes in construction operations or scheduling which would affect the use of or necessity for any pollution controls, before beginning to implement those changes it must submit a written proposal detailing them to the Engineer and must receive the Engineer's approval of those changes. As part of its submission the Contractor must submit a plan showing what erosion and sedimentation controls above and beyond those called for in the plans and specifications would be necessitated by the changes it proposes to make in the sequence or nature of Project construction activities and related operations.

The Contractor shall inspect temporary and permanent erosion and sedimentation controls immediately after each rainfall and at least daily during prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control," as revised, and the Department's document "On Site Mitigation for Construction Activities," as revised. In the event the Contractor fails to maintain such devices in accordance with such documents, and the Contractor does not correct those failures within 24 hours after receipt of written notice of such failures from the Engineer, the Department may proceed with its own or other forces to remedy specified failure and the cost thereof will be deducted from monies due the Contractor under the Contract or under any other State contract.

D. Air Quality Control

The Contractor shall exercise every reasonable precaution throughout the life of the Contract to safeguard the air resources of the State by controlling or abating air pollution in accordance with the DEP's regulations. These measures shall include the control and abatement of dust, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances, or any combination thereof arising from construction operations, hauling, storage or manufacture of materials.

E. Noise Pollution

The Contractor shall take measures to control the noise intensity caused by his construction operations and equipment, including but not limited to equipment used for drilling, pile driving, blasting, excavation or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the nearest residence or occupied building shall be 90 decibels on the "A" weighted scale (dBA). Any operation that exceeds this standard will cease until a different construction methodology is developed to allow the work to proceed within the 90 dBA limit.

F. Contaminated and/or Hazardous Material

The Town will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of all contaminated and/or hazardous material known to exist or discovered during construction operations, provided that:

1. Such material is within the construction limits defined in the Contract, and
2. Such material is not comprised of waste materials generated by the Contractor.

If the Town has defined an area of known or suspected contamination within the Project limits, and if contaminated material in that area has not been removed prior to the start of the Project, the disposition of such material shall be arranged for with an appropriate party.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits abnormal properties which may indicate the presence of hazardous or contaminated material, the Contractor shall cease all operations in the

vicinity of the abnormal condition, and the Engineer shall be notified immediately. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of hazardous or contaminated material and shall be treated with extreme caution. The proper disposition of the material shall be arranged for with an appropriate party.

Unless otherwise provided for under a specific Contract item, direct Contractor involvement with hazardous or contaminated materials, other than those associated with Contract operations, is neither required nor solicited under this Contract.

When the Contractor performs support work incidental to the removal, treatment, or disposal of hazardous or contaminated material, payment will be made at the unit prices for applicable pay items in the Contract. When the Contract does not include appropriate pay items, payment will be made in accordance with the section titled EXTRA WORK.

The Contractor shall faithfully observe all security precautions established pursuant to OSHA 239 CFR 1919.120, including all revisions and amendments, and shall not work in any area known to contain or suspected of containing hazardous or contaminated material without prior written approval of the Engineer

The Contractor will assume sole responsibility for the proper storage, handling, management and disposal of all regulated materials and wastes associated with the Contractor's operations, including but not limited to: lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with the Contractor's failure to properly manage such materials in accordance with federal and state regulations, and all remedial and punitive costs incurred by the Town as a result of such failure will be borne by the Contractor.

Excluded from the requirements under this article are coatings removed by the Contractor for the purpose of painting structural steel or other steel elements. The debris resulting from paint removal shall be tested by the Town to determine whether or not it is contaminated or hazardous material. Once so tested, these materials shall be removed from the site and disposed of by the Contractor in accordance with applicable special provisions.

Sedimentation and Erosion Control

The Town has obtained a permit from the Watertown Conservation Commission. The Contractor shall transfer the permit to his own name. No work shall be started until the erosion and sediment controls are installed.

It is the Contractor's responsibility to install any additional sedimentation and erosion control, as ordered by the Engineer or as required by site conditions. It is the Contractor's responsibility for the adequate installation, operation and maintenance of sedimentation and erosion controls. No direct payment will be made for the installation, operation and maintenance of any sedimentation and erosion control.

Work Within or Near Areas Designated as Inland Wetlands

Portions of this project are to be constructed in or near wooded areas and areas classified as inland wetlands. The Contractor shall limit disturbance of these areas, to what is absolutely necessary for construction, and restore these areas, as closely as possible, to their original state.

The Contractor shall familiarize himself with permits and maps held by the Town of Watertown indicating the wetlands. The Contractor shall be required to strictly adhere to all requirements and restrictions imposed by said permits.

The Contractor shall not introduce any substantial quantities of fill materials into any areas outside the contract limits.

Soil and Groundwater Conditions

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concession because of any interpretations or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

General Sanitary Requirements

The Contractor shall provide proper sanitary accommodations at a convenient place on or near the work site. They shall be cleaned daily and shall be adequately serviced.

The Contractor shall maintain a safe drinking water supply readily available to all workers.

Water Supply and Electrical Energy

The Contractor shall make his own arrangements for obtaining the electrical energy and water supply necessary for construction purposes at no additional cost to the Owner.

Resident Engineer's Office

It will not be necessary for the Contractor to construct or maintain an office for the use of the Engineer. The Engineer shall have access to the telephone in the Contractor's office.

Explosives and Blasting

Explosives shall be stored, handled, and used in accordance with the laws, ordinance and regulations of the State of Connecticut, all local regulations and with such additional regulations and the Engineer may require. Blasting shall be conducted so as not to endanger persons or property and, unless otherwise permitted, shall be covered or otherwise satisfactorily confined. The Contractor shall be responsible for and shall make good any damage of whatever nature caused by blasting or accidental explosions.

Sheeting, Shoring and Bracing

Where necessary the sides of trenches and excavations shall be supported by adequate sheeting, shoring, and bracing. The Contractor shall be held accountable and responsible for the sufficiency of all sheeting, shoring, and bracing used and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. Where sheeting is removed, care shall be taken not to disturb the new work or existing utilities and structures.

No sheeting is to be left in place unless expressly permitted by the Engineer. No direct payment will be made for sheeting, shoring, and bracing and compensation for such work and all expenses incidental thereto shall be considered as included in the unit prices bid for the various items of this Contract.

Existing Structures

All known surface and underground structures, except electric and telephone service connections and water, gas, and sewer service pipes, on or immediately adjacent to the work are shown on the Plans. Sewer, drainage, water and gas pipes, manholes, and similar structures, located in or adjacent to the location of the structures included in this Contract, are shown on the Contract Drawings. This information is shown for the convenience of the Contractor in accordance with the best information available but is not guaranteed to be correct or complete. The Contractor shall explore the route ahead of trenching and shall uncover all known obstructing pipes sufficiently to determine their location. Necessary changes in location may be made by the Engineer to avoid unanticipated obstructions.

Wherever water or gas mains, electric or telephone ducts or electric or telephone poles are encountered and may be in any way interfered with; the Contractor shall keep the utility company involved fully informed in advance. The Contractor shall cooperate with the utility company in the protection, removal, relocation, and replacement of such structures.

The Contractor shall, at his own expense, sustain in their places and protect from direct or indirect injury, all utilities, pipes, poles, conduits, walls, buildings, and other structures and property in the vicinity of his work. Such sustaining and protecting shall be done carefully by the Contractor and as required by the party owning or controlling the facility. Before proceeding with such work, the Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the party owning said structure. There shall be no additional compensation for this work and all expenses incidental thereto shall be considered as in the unit price bid for the various items of this Contract.

The Contractor shall take all risks attending the presence or proximity of pipes, poles, conduits, walls, buildings, wires or other structures, utilities, and property in the vicinity of his work, and he shall be responsible for all damage and assume all expense for direct or indirect injury caused by his work to any of them or to any person or property by reason of injury to them.

Guard rails, posts, guard cables, signs, poles, markers, mailboxes, fences, walls and stone walls, and other private improvements, which are temporarily removed, damaged, or destroyed to facilitate installation of the sewer, shall be replaced and restored to a condition as good as or better than existed and to the satisfaction of the Owner or Engineer.

The Contractor shall, at his own expense, retain the services of a licensed surveyor to replace property markers, on or adjacent to privately owned property, which may have been disturbed during the course of construction.

Marking New Underground Plant

All new underground plant shall be marked with warning tape in accordance with State of Connecticut Public Act 16-345 and DPUC Regulations.

Testing Laboratories

The Contractor shall provide, at no additional cost to the Owner, the services of approved testing laboratories to take samples of materials and perform tests as required under this Contract or as ordered by the Engineer. Payment for these services shall be included under the applicable items of the Contract, unless otherwise specified. Contractor will notify on-call testing service company at least 24 hours in advance for compaction and concrete testing. Compaction tests are required on base materials prior to placing asphalt and on bituminous concrete pavement during rolling operations. Sieve tests will be performed on all granular materials except riprap and Proctor Tests shall be required on all materials to be compacted. Concrete testing and sampling, including cylinder breaks, shall be in accordance with Form 818.

LIST OF TECHNICAL SPECIFICATIONS

Replacement of Bridge No. 04409 Woolson Street over Steele Brook State Project No. 9153-4409 Watertown Public Works Department

All work is to be performed in accordance with the State of Connecticut Department of Transportation “Standard Specifications for Roads, Bridges and Incidental Construction, Form 818”, as supplemented and as amended below. All Contract Pay Items reference the Standard Specification, Form 818. Those items that have requirements different than those contained in Form 818 have an associated Project Technical Provision. The following list cross references the pay item with the appropriate section of Form 818.

Item No.	Form 818 Section ¹	Item Description	Technical Provision
0201001	2.01	Clearing and Grubbing	No
0202000	2.02	Earth Excavation	No
0202216A	2.02	Excavation and Reuse of Existing Channel Bottom Material	Yes
0202217A	2.02	Supplemental Streambed Material	Yes
0202452A	2.02	Test Pits	Yes
0202529	2.02	Cut Bituminous Concrete Pavement	No
0202574	2.02	Reset Monument	No
0203000	2.03	Structure Excavation - Earth (Complete)	No
0203100	2.03	Structure Excavation - Rock (Complete)	No
0204151A	2.04	Handling Water	Yes
0209001	2.09	Formation of Subgrade	No
0212000	2.12	Subbase	No
0213100	2.13	Granular Fill	No
0216000	2.16	Pervious Structure Backfill	No
0219001	2.19	Sedimentation Control System	No
0219011A	2.19	Sediment Control System at Catch Basin	Yes
0286001.10	2.86	Rock in Drainage Trench Excavation 0'-10' Deep	No
0304002	3.04	Processed Aggregate Base	No
0406010-1	4.06 ¹	Bituminous Concrete, Class 1	No
0406010-2	4.06 ¹	Bituminous Concrete, Class 2	No
0406236	4.06	Material for Tack Coat	No
0406303A	4.06	Sawing and Sealing Joints	Yes
0406999A	4.06	Asphalt Adjustment Cost (Estimated)	Yes
0503001	5.03	Removal of Superstructure	No
0586001.10	5.86	Type 'C' Catch Basin – 0'-10' Deep	No
0586002.10	5.86	Type 'C' Catch Basin (4' Sump) – 0'-10' Deep	No
0586500.10	5.86	Manhole – 0'-10' Deep	No
0586600	5.86	Reset Catch Basin	No

Item No.	Form 818 Section¹	Item Description	Technical Provision
0586650	5.86	Reset Manhole	No
0586790.10	5.86	Remove Drainage Structure – 0'-10' Deep	No
0601062	6.01	Footing Concrete	No
0601064	6.01	Abutment and Wall Concrete	No
0601091A	6.01	Simulated Stone Masonry	Yes
0601121	6.01	Parapet Concrete	No
0601504	6.01	1" Preformed Expansion Joint Filler for Bridges	No
0601971A	6.01	Precast Concrete Three Sided Rigid Frame	Yes
0602030	6.02	Deformed Steel Bars – Galvanized	No
0606001A	6.06	Cement Rubble Masonry	Yes
0607001A	6.07	Dry Rubble Masonry	Yes
0686000.12	6.86	12" R.C. Pipe – 0'-10' Deep	No
0686000.18	6.86	18" R.C. Pipe – 0'-10' Deep	No
0686000.24	6.86	24" R.C. Pipe – 0'-10' Deep	No
0686000.30	6.86	30" R.C. Pipe – 0'-10' Deep	No
0686950.10	6.86	Remove Existing Pipe – 0'-10' Deep	No
0703014A	7.03	Rounded Riprap	Yes
0707001A	7.07	Membrane Waterproofing (Woven Glass Fabric)	Yes
0708001	7.08	Dampproofing	No
0716000	7.16	Temporary Earth Retaining System	No
0728032A	7.28	No. 6 Crushed Stone	Yes
0815001	8.15	Bituminous Concrete Lip Curbing	No
0819002A	8.19	Penetrating Sealer Protective Compound	No
0822100.01A	8.22	Temporary Traffic Barrier	Yes
0910031	9.10	Thrie Beam Attachment	No
0910300	9.10	Metal Beam Rail (R-B Mash)	No
0911924	9.11	R-B End Anchorage – Type II	No
0912503	9.12	Remove Metal Beam Rail	No
0921001	9.21	Concrete Sidewalk	No
0921005	9.21	Concrete Sidewalk Ramp	No
0921009A	9.21	Concrete Sidewalk with Monolithic Curb	Yes
0922501	9.22	Bituminous Concrete Driveway	No
0924002	9.24	Concrete Driveway Ramp	No
0944000	9.44	Furnishing and Placing Topsoil	No
0944010	9.44	Furnishing and Placing Topsoil – 12in Deep	No
0945301	9.45	Mulching	No
0949028	9.49	Echinacea purpurea "Magnus" 1 Gal. Container	No
0949060	9.49	Fothergilla Gardenii 3 Gal. Container	No
0949280	9.49	Anemone x "Curtain Call Deep Rose" 1 Gal. Container	No
0949281	9.49	Dennstaedtia punctilobula 1 Gal. Container	No

Item No.	Form 818 Section¹	Item Description	Technical Provision
0949282	9.49	Schizachyrium scoparium 1 Gal. Container	No
0949770	9.49	Acer Rubrum "Autumn Glory" 3in - 3.5in Cal.	No
0950005	9.50	Turf Establishment	No
0950013	9.50	Erosion Control Matting	No
0950040A	9.50	Conservation Seeding for Slopes	Yes
0969060A	9.69	Construction Field Office, Small	Yes
0971001A	9.71	Maintenance and Protection of Traffic	Yes
0974001	9.74	Removal of Existing Masonry	No
0975004	9.75	Mobilization and Project Closeout	No
0976002	9.76	Barricade Warning Lights – High Intensity	No
0979003	9.79	Construction Barricade Type III	No
0980020	9.80	Construction Surveying	No
1208931	12.08	Sign Face – Sheet Aluminum (Type IX Retroreflective Sheeting)	No
1210102	12.10	4" Yellow Epoxy Resin Pavement Markings	No
1210105	12.10	Epoxy Resin Pavement Markings, Symbols and Legends	No
1210106	12.10	12" White Epoxy Resin Pavement Markings	No
1220027	12.20	Construction Signs	No