

TOWN OF GLASTONBURY

INVITATION TO BID

<u>BID #</u>	<u>ITEM</u>	<u>DATE & TIME REQUIRED</u>
GL-2010-22	Willieb Street Sidewalk Extension	October 13 th 2009 at 11:00 a.m.

The Town of Glastonbury is currently seeking bids for the construction of approximately 500 linear feet of four-foot-wide concrete sidewalk along the east side of Willieb Street from the Hubbard Street intersection.

Bid Forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level) and via the Town's website at www.glastonbury-ct.gov.

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Mary F. Visone
Purchasing Agent

TABLE OF CONTENTS

SECTION

Invitation to Bid	IB
Table of Contents	IB
Information for Bidders	IB
General Construction Specifications	GCS
Special Conditions	SC
Detailed Construction Specifications	DCS
Bid Proposal	BP
Construction Plans	

**WILLIEB STREET SIDEWALK EXTENSION
INVITATION TO BID**

BID #GL-2010-22

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. The envelope enclosing your bid should be clearly marked by bid number, time of bid opening, and date.
6. Specifications must be submitted complete in every detail and, when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the Bidder.
10. Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. A 100% Performance and Payment bond are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bond will be returned upon the delivery and acceptance of the bid items.
12. The Bidder agrees and warrants that in the submission of this sealed Bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such Bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed Bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to

provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. An Affirmative Action Statement will be required by the successful Bidder.

13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8th, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
16. **Non-Resident Contractors:**

The Town is required to report names of non-resident (out-of-State) contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all non-resident contractors must furnish a five percent (5%) sales tax guarantee bond (State Form AU-766) or a cash bond for five percent (5%) of the total contract price (State Form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Non-Resident Contractors SN 2005 (12). If the above bond is not provided, the Town is required to withhold five percent (5%) from the contractor's payments and forward it to the State DRS.

The contractor must promptly furnish to the Town a copy of the **Certificate of Compliance** issued by the State DRS.
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. It is the responsibility of the bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.

**WILLIEB STREET SIDEWALK EXTENSION
INVITATION TO BID**

BID #GL-2010-22

IMPORTANT: Failure to comply with general rules may result in disqualification of the Bidder.

NOTE: For technical questions regarding this Bid, please contact Stephen M. Braun, Assistant Town Engineer, at (860) 652-7743.

01.00 WORKMANSHIP, MATERIALS AND EMPLOYEES

01.01 Wherever in this contract the word "Engineer" is used, it shall be understood as referring to the Town Engineer/Manager of Physical Services of the Town of Glastonbury acting personally or through any assistants duly authorized.

01.02 The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

01.03 The wording "furnish", "install", "construct", "furnish and install", or any similar terms, unless specifically noted to the contrary, shall include all labor, materials, water, tools, equipment, light, power, transportation, and any other services required for the completion of the work.

01.04 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

02.00 SUPERINTENDENT

02.01 The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.

03.00 PRECONSTRUCTION MEETING

03.01 A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. The Engineer shall arrange the meeting based on a mutually convenient time.

04.00 PERMITS

04.01 Other than local permits issued by the Town of Glastonbury, all permits, licenses, and fees required for the performance of the Contract work shall be secured and paid for by the Contractor.

05.00 PROPERTY ACCESS

05.01 The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.

05.02 The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.

05.03 The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported, in writing, to the Engineer.

06.00 PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

06.01 The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.

06.02 The Contractor shall adequately protect adjacent private and public property as provided by law and the Contract Documents.

06.03 The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

07.00 EXISTING IMPROVEMENTS

07.01 The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as near as practical, all improvements on public or private property. This shall include:

- a. Property within and adjacent to the side of installation such as shrubs, walks, driveways, fences, etc.
- b. Utility mains, ducts, poles, and services. The Contractor is hereby notified that utilities, if/where shown on the plans, are at approximate locations. These locations are subject to possible errors in the source of information and errors in transcription. The Contractor shall make certain of the exact location of all mains, ducts, poles, and services prior to excavation.

08.00 SEPARATE CONTRACTS

08.01 The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.

09.00 INSPECTION OF WORK

09.01 The Town shall provide sufficient personnel for the inspection of the work.

09.02 The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

09.03 If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

09.04 Reinspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

10.00 RIGHT TO INCREASE OR DECREASE WORK

10.01 The Town shall have the right to increase or decrease the amount of work herein specified as may be required.

11.00 RIGHT OF ENGINEER TO STOP WORK FOR WEATHER CONDITIONS

11.01 Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the streets in proper condition for use by the public during the time the work is suspended as herein provided, without cost to the Town.

12.00 CONTRACTOR TO BE RESPONSIBLE FOR IMPERFECT WORK OR MATERIALS

12.01 Any faithful work or imperfect material that may be discovered before the acceptance and the payment of the work shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to construct work in the proper manner and the use of materials herein specified.

13.00 TOWN MAY NOTIFY CONTRACTOR IF WORK IS NOT CARRIED ON SATISFACTORILY

13.01 If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations or the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will ensure the completion of the work in the time specified.

13.02 If, within five days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.

13.03 Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14.00 DEDUCTIONS FOR UNCORRECTED WORK

14.01 If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

14.02 The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town, and shall bear the expense of making good all work by other contractors destroyed or damaged by such removal or replacement.

14.03 If the Contractor does not remove such condemned work and materials as promptly as possible after written notice, the Engineer may remove them and store the materials at the expense of the Contractor.

15.00 CLEANING UP

15.01 The Contractor must remove all debris of every description as the work progresses and leave the surroundings in a neat and orderly condition to the satisfaction of the Engineer.

15.02 Upon completion, and before acceptance and final payment, the Contractor shall remove from the site all equipment, forms, surplus material, rubbish and miscellaneous debris and leave the site in a neat and presentable condition.

16.00 ROYALTIES AND PATENTS

16.01 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Town of Glastonbury harmless from loss on account thereof, except that the Town of Glastonbury shall be responsible for all such loss when a particular manufacturer, product, or process is specified by the Town of Glastonbury.

01.00 NOTICE TO CONTRACTOR

01.01 Intent of Contract: The intent of the Contract is to prescribe a complete work or improvement that the Contractor undertakes to do, in full compliance with the specifications, plans, special provisions, proposal, and Contract. The Contractor shall perform all work in close conformity with the lines, grades, typical cross-sections, dimensions, and other data shown on the plans or as modified by written orders, including the furnishing of all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary to the satisfactory prosecution and completion of the project.

01.02 The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (Form 816") and supplements thereto are to be considered part of the Contract Documents. The Form 816 shall not be provided by the Town and any cost associated therewith shall be the responsibility of the Contractor. In case of any discrepancy between the Contract Drawings or Specifications and the Form 816, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.

01.03 Much time and effort has gone into this project in an effort to minimize impact on trees and adjacent properties. Extreme care shall be taken by the Contractor to honor commitments made by the Town. Prior to doing any work, the Contractor should meet with the Engineer to become familiar with the conditions encountered and commitments made.

02.00 COMMUNICATIONS

02.01 All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

02.02 Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may, from time to time, designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

02.03 All papers required to be delivered to the Town shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Engineer/Manager of Physical Services, 2155 Main Street, Glastonbury, CT 06033, and any notice to, or demand upon, the Town shall be delivered at the above address in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office or to such other representatives of the Town, or to such other address as the Town may subsequently specify in writing to the Contractor for such purpose.

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

03.00 PARTIAL USE OF IMPROVEMENTS

03.01 The Town may, at its election, give notice to the Contractor and place in use those sections of the work that have been completed, inspected and can be accepted as complying with the Contractor Documents and if, in its opinion, each such section is reasonably safe and fit for the use and accommodation for which it was intended, provided:

- a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.
- b. The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.
- d. The period of guarantee shall not begin until the date of the final acceptance of all work required under this Contract.

04.00 INSURANCE

04.01 The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Contractor and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Contractors Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- a. Worker's Compensation Insurance:
 - Statutory Coverage
 - Employer's Liability
 - \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee
- b. Commercial General Liability:
 - Including Premises and Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors
 - Limits of Liability for Bodily Injury and Property Damage
Each Occurrence: \$1,000,000
Aggregate: \$2,000,000
(The Aggregate Limit shall apply separately to each job.)
 - A Waiver of Subrogation shall be provided.

c. Automobile Insurance:

- Including all owned, hired, borrowed, and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage
Per Accident: \$1,000,000

04.02 The Contractor shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Contractor shall provide the Town copies of any such policies upon request.

04.03 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Contractor's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Contractor, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Contractor to perform or furnish either of the services, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

05.00 WORK BY OTHERS

05.01 Private utilities, contractors, developers or other parties may be expected to be working within the Contract area during this Contract. It shall be the responsibility of the Contractor to coordinate his work with the work being done by others in order that the construction shall proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Town, the Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

06.00 CONTRACTOR'S WORK AND STORAGE AREA

06.01 The Contractor shall contact the Town to determine if any specific locations will be designated, or gain its approval prior to using any area for storage of equipment, materials and trailers during the period of this Contract. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials, except as otherwise specified, and restore the site to its original condition as approved by the Engineer and at no cost to the Town.

07.00 DISPOSAL AREA

07.01 The Tryon Street Bulky Waste Facility will be available to the Contractor, at no charge, for disposal of materials that are accepted at that facility. The Town's waste disposal guidelines for this facility may be found on the Town's website under the **Departments** menu by selecting **Sanitation - Refuse Disposal - Bulky Waste Facility** or by using the following link: <http://www.glastonbury-ct.gov/index.aspx?page=900>. The Contractor is required to obtain a disposal area for all other unsuitable or surplus materials at no cost to the Town.

08.00 DUST CONTROL

08.01 During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities so as to minimize the creation and dispersion of dust. If the Engineer decides that it is necessary to use water or calcium chloride for more effective dust control, the Contractor shall furnish and spread the material, as directed, without additional compensation.

09.00 MAINTENANCE / GUARANTEE PERIOD

09.01 The Contractor shall be held responsible to the Town for maintenance for a minimum of one-year following completion of all work under this Contract with respect to defects, settlements, etc.

10.00 PROTECTION OF EXISTING UTILITIES

10.01 Before starting any excavation, the Contractor shall submit to the Engineer plans or details showing the proposed method the Contractor will use to support and protect all existing utilities during construction. The furnishing of such plans and details shall not serve to relieve the Contractor of any responsibility for the proper conduct of the work.

10.02 There will be no extra payment for submitting plans or details for supporting and protecting all existing utilities during construction.

11.00 TIME FOR COMPLETION/NOTICE TO PROCEED

11.01 Within ten (10) calendar days after the date of the Notice of Award, the Contractor must provide the appropriate bond and insurance certificates to the Town Purchasing Agent and must be issued a Purchase Order for the Project prior to initiating any work.

11.02 The work under this Contract shall begin within ten (10) days of the Notice of Award, and shall be substantially complete by November 30th, 2009. Since the normal timeframe for fall seeding ends on October 15th, an additional thirty (30) days of contract time will be allowed in the spring starting on April 1, 2010 for final restoration of the project site.

11.03 The Town of Glastonbury intends to begin construction immediately on this project. Bidders should include costs in their bid response as required to comply with the Form 816 and the Project bid documents for concrete work during cold weather.

12.00 LIQUIDATED DAMAGES

12.01 As actual damages for any delay in completion of the work that the Contractor is required to perform under this Contract are impossible to determine, the Contractor and the Sureties shall be liable for and shall pay to the Town the sum of \$100.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above-stipulated completion, or completion as modified in writing by both parties, until such work is satisfactorily completed and accepted.

13.00 SCHEDULE OF DRAWINGS

13.01 The Contractor is hereby alerted that the plan set entitled "Proposed Sidewalks for Willieb Street, Glastonbury Connecticut" including three (3) sheets prepared by the Town of Glastonbury Engineering Division is to be considered part of these specifications.

14.00 CHANGES IN THE WORK

14.01 The Town reserves the right to perform portions of the work in connection with these plans and specifications. The reduction in the work to be performed by the Contractor shall be made without invalidating the Contract. Whenever work is done by the Town contiguous to other work covered by this Contract, the Contractor shall provide reasonable opportunity for the execution of the work and shall properly coordinate his work with that of the Town.

15.00 LAYOUT OF WORK

15.01 The Town shall provide stake-out of the work in accordance with the plans or as directed by the Engineer. The Contractor shall protect all stakes from damage or destruction and shall be responsible to assure that the grade stakes have not been altered prior to actual construction. The Town shall replace grade stakes that have been removed, at no cost to the Contractor, if their removal was caused by reasons beyond reasonable care and protection by the Contractor. If it is determined by the Engineer that the Contractor did not provide reasonable protection, the cost of restaking will be deducted from any amounts due the Contractor in the performance of the work.

16.00 REMOVAL AND STORAGE OF MATERIALS AND STRUCTURES FOUND ON THE WORK

16.01 All salvable materials, including topsoil, gravel, fill materials, etc. and structures, including drainage pipes, catch basins and manhole frames and covers, guide railing, etc. that are not to remain in place or that are not designated for use in the work, shall be carefully removed by the Contractor and stored at such places as directed by the Engineer. All salvable materials removed and stored shall remain the property of the Town. The Engineer shall determine the materials or structures to be salvaged.

17.00 PROSECUTION AND PROGRESS

17.01 The Contractor shall give the Engineer a seven-day advance written notice of construction activities that will alter traffic patterns that result in lane shifts, detours, temporary closures of lane(s), permanent closure of lane(s), or lane reductions. This

advance notification will allow the Town to publish news releases and/or provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice shall be considered a breach of Contract and will subject the Contractor to stop work orders until such time as the seven-day notice has been satisfied.

18.00 EXTRA AND COST PLUS WORK

18.01 Extra and cost plus work shall be governed by Article 1.04.05 and Article 1.09.04 of the Form 816.

TABLE OF CONTENTS

SECTION	DESCRIPTION	PAGE
002.0	PREPARATION OF SITE	2
201.0	CONCRETE SIDEWALKS.....	4
204.0	GRADING AND TOPSOILING.....	6
205.0	TURF ESTABLISHMENT	7
206.0	SEDIMENTATION CONTROL SYSTEM.....	12
213.0	EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION.....	13
214.0	BASE COURSE UNDERNEATH SIDEWALKS.....	14
215.0	PERMANENT DRIVEWAY REPAIRS	15
224.0	STONE RETAINING WALL	16
228.0	TREE PROTECTION TRENCH.....	17
301.0	MAINTENANCE AND PROTECTION OF TRAFFIC	18
302.0	TRAFFICPERSON.....	20

002.0 PREPARATION OF SITE

002.1 General: The Contractor shall furnish all labor, materials, tools, and equipment necessary and shall do all work to prepare the site as indicated on the drawings and as herein specified.

002.2 Tree Removal: Removal of trees as indicated on the plans shall be performed by workman skilled in the area of tree removal under the supervision of a Connecticut Licensed Arborist. The Contractor shall mark all trees, shrubs, and plants to be removed in accordance with the plans and these specifications. The Engineer shall have 7 days to field review the markings and make any adjustments prior to the start of the clearing operation.

Trees and shrubs within the right-of-way or within any property owned by the Town of Glastonbury that are designated for removal must be posted as such by the Glastonbury Tree Warden (Mr. Greg Foran of the Parks and Recreation Department, 652-7686) for a period of 10 days prior to removal. **No trees or shrubs within the Town of Glastonbury right-of-way shall be cut or removed until such posting has been completed and subsequent approval given by the Tree Warden.**

In general, no trees, etc. in public streets and highways are to be cut or damaged in any way except as noted on the plans. Trees, bushes, and growing crops on other lands may be cut, removed, or trimmed only to the extent provided in the terms of the rights-of-way or access rights possessed by the Town, and also only within the limits and in the manner, if any, indicated by the Engineer or by the drawings or Special Conditions.

002.3 Tree Trimming: Trimming of trees by a Connecticut Licensed Arborist is included under this item as required for clearance of construction equipment and pedestrians below the tree canopy. When the canopy of a tree must be elevated for clearance above the proposed sidewalk, trimming shall be done around the entire circumference of the tree.

002.4 Tree Protection and Care of Property: The Contractor shall install high visibility construction fence at the drip line of the tree canopy as shown on the plans and as directed by the Engineer to protect existing trees that are not to be cut from damage during construction. The Engineer, at his sole discretion, may also direct the Contractor to enclose the trunks of trees adjacent to his work that are not to be cut with substantial wooden boxes of such height as may be necessary to protect them from injury from piled material, from equipment, from his operations, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and be operated with care to prevent injury to trees not to be cut, and particularly to overhanging branches and limbs.

Branches, limbs, and roots shall not be cut except by permission of the Engineer. All cutting shall be smoothly and neatly done without splitting or crushing. In case of cutting or unavoidable injury to branches, limbs, and trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree-healing paint, as directed.

Cultivated hedges, shrubs, and plant that might be injured by the Contractor's operations shall be protected by suitable means or shall be dug up and temporarily replanted and maintained. After the construction operations have been substantially completed, they shall be replanted in their original positions and cared for until growth is re-established. If cultivated hedges, shrubs, and plants are injured to such a degree as to affect their growth or diminish their beauty or usefulness, they shall be replaced by items of kind and quality at least equal to the kind and quality existing at the start of the work.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads of wheels that are so shaped as to cut or otherwise injure such surfaces.

- 002.5 Clearing: From areas to be cleared, the Contractor shall cut or otherwise remove all trees, saplings, brush, vines, and other vegetable matter such as snags, sawdust, bark, etc., and refuse. The area to be cleared shall be confined to the width shown on the plans or as stipulated in the Proposal. Vines, brush, and similar undergrowth shall be cut as close to the ground as practicable. Trees may be cut leaving a longer stump to facilitate their removal by power-operated equipment. No trees shall be cut or trimmed unless they are so indicated on the drawings.

Clearing shall also include removal and disposal of all items shown on the plans to be removed, or directed by the Engineer to be removed as part of the project, including, but not limited to, removal and disposal of existing sidewalk, steps, drainage structures, fences, and any and all other structures or materials not specifically listed in the Bid Proposal but required to be removed to accomplish the work.

All road signs, mail boxes, etc., shall be removed and reset as directed.

- 002.6 Grubbing: Grubbing shall consist of the complete removal of all tree stumps and roots larger than two inches in diameter to a minimum depth of 12-inches below the finish grade surface. All excavations made below the finished surface by the removal of trees, stumps, etc. shall be filled with suitable material and thoroughly compacted in such a manner that its surface will conform to the surrounding surface.

Stump grinding shall be used for stump removal where the potential for damage to adjacent improvements or underground utilities exists due to the excavation of stumps, or as directed by the Engineer. The requirements for grubbing noted above shall also apply to stump grinding operations.

- 002.7 Disposal: All materials removed during trimming, tree removal, and clearing and grubbing operations shall be disposed of by the Contractor in a manner satisfactory to the Engineer.

- 002.8 Payment: Except as provided otherwise in the Bid Proposal or Special Conditions, this work shall be paid for at the Contract Unit Price for "Preparation of Site", which price shall include protection of existing trees and vegetation, tree removal and tree trimming under the supervision of a Connecticut Licensed Arborist, clearing and grubbing within the limits of the work, stump grinding, removal and disposal of trees, roots, stumps, brush and other objects, leveling of areas to accommodate the work, and all labor, materials, tools, and equipment necessary thereto.

201.0 CONCRETE SIDEWALKS

201.1 General: The Contractor is to construct sidewalks to lines and grades as shown on the drawings or at locations as directed by the Engineer. The sidewalks shall be of monolithic construction and five inches thick, except at industrial and commercial driveways where it shall be eight inches thick and reinforced with 6" x 6" 10/10 steel mesh. Sidewalk construction shall include the removal of existing and construction of new house lateral walks where new sidewalk grades make it necessary. At street corners where the intersection is rounded with a radius of less than 25 feet to the curb, the sidewalk slabs will be a minimum of five feet in length and constructed of five-inch thick concrete. The sidewalk shall pitch to the street at a slope of ¼-inch per foot or as directed by the Engineer.

Pedestrian sidewalk ramps are to be constructed to the lines and grades shown on the plans at locations directed by the Engineer, and shall be a minimum of five inches thick. This work shall also include furnishing and installing Detectable Warning Strips in the locations and to the dimensions and details shown on the plans or as ordered by the Engineer.

201.2 Forms: The forms used shall be five-inch steel or 2" x 6" wood firmly supported and staked to the line and grade given by the Engineer. The forms shall be free from warp and shall be of sufficient strength to resist springing out of shape. All forms shall be cleaned and oiled before use.

201.3 Concrete: The concrete furnished shall conform with respect to composition, transportation, mixing and placing, to Class F Cement Concrete 4,000 PSI, as specified by the State of Connecticut Department of Transportation in its latest specification and revisions. An approved air-entraining admixture shall be used to entrain 5% to 7% air in the concrete.

201.4 Detectable Warning Strips: The Detectable Warning Strip shall be a prefabricated detectable warning surface tile as manufactured from Engineered Plastics Inc. 300 International Drive, Suite 100 Williamsville, NY 14221, telephone number (800) 682-2525 or the approved equal from ADA Fabricators, INC. P.O Box 179 North Billerica, MA 01862 telephone number (978) 262-9900. The tile shall conform to the dimensions shown on the plans and have a brick red homogeneous color throughout in compliance with Federal Standard 595A Color #22144 or approved equal.

The Detectable Warning Strip shall be set directly in poured concrete according to the plans and the manufacturer's specifications or as directed by the Engineer. The Contractor shall place two 11.34 Kg concrete blocks or sandbags on each tile to prevent the tile from floating after installation in wet concrete.

201.5 Dowels: Smooth dowels, 5/8-inch in diameter, measuring 24 inches in length shall be installed within all expansion and contraction joints, concrete driveway aprons and the last end section of each sidewalk slab poured at the end of each working day.

Dowels are also to be installed between new and existing concrete slabs. Where new or repaired walks abut up against existing concrete sidewalks, the Contractor shall drill two holes measuring ¾-inches in diameter and 12 inches in depth into the existing concrete slab. The dowels, dipped in a liquid asphalt or grease and wrapped in aluminum foil, shall be set into the existing sidewalk slab prior to the placement of concrete. The dowels are to be level with the latitude pitch of the sidewalk and shall conform to details of these specifications.

Smooth metal dowels shall be 5/8-inch in diameter and 24 inches in length. All metal dowels shall conform to the requirements of ASTM A615 Grade 60.

201.6 Expansion Joints: At maximum intervals of 15 feet, an expansion joint shall be placed. The material for expansion joints shall be either 1/4-inch thick cork asphalt or 3/8-inch thick asphalt impregnated bonded cellular fiber, or approved equal. Expansion joints of the same material shall also be placed at points abutting existing structures.

201.7 Surface Finish: The surface finish shall be struck off, forcing coarse aggregate below mortar surface. After strike-off, the surface shall be worked and floated with a wooded, aluminum, or magnesium float followed by steel troweling. The slab shall then be broomed cross-wise with a fine hair broom. The outside edges of the slab shall be edged with a 1/4-inch radius tool. All edging lines shall be removed.

201.8 Curing: The Contractor shall use a liquid membrane-forming curing compound. The curing compound shall be similar or equal to Demicon "Cure Hard" with fugitive dye and shall meet the latest ASTM Specification C-156. Waterproof paper or plastic membrane are acceptable alternatives.

Newly constructed sidewalk surfaces shall be protected from all foot or vehicular traffic for a period of seven days. The Contractor shall have on the job, at all times, sufficient polyethylene film or waterproof paper to provide complete coverage in the event of rain.

201.9 Temperature: No concrete is to be placed when air temperature is below 40°F, or at 45°F and falling, unless prior approval is given by the Engineer. In the event weather conditions may be such that concrete that is not completely cured is subject to freezing, the Contractor shall provide a minimum of a six-inch layer of hay, straw, or thermal blankets for protection. Any concrete laid during cold weather that is damaged by freezing shall be the responsibility of the Contractor and shall be replaced at his expense.

201.10 Basis of Payment: Concrete Sidewalk shall be measured and paid for at the Contract unit price per square foot as contained in the Bid Proposal, which price shall include the Base Course Underneath Sidewalks, excavation, and all other materials and all labor, tools, and equipment necessary for completion of the work.

Pedestrian Ramps shall be measured and paid for as a unit at the Contract unit price for each Pedestrian Ramp as contained in the Bid Proposal, which price shall include the Base Course Underneath Sidewalks, Excavation, Detectable Warning Strip, and all other materials and all labor, tools, and equipment necessary for completion of the work.

204.0 GRADING AND TOPSOILING

204.1 Description: This work shall consist of furnishing, placing, and shaping topsoil in areas shown on the plans where directed by the Engineer. The topsoil shall be placed to the depth stated in the Contract or specifications.

204.2 Material: The material shall conform to the requirements of Article M.13.01.1 of the Form 816.

204.3 Construction Methods: The areas on which topsoil is to be placed shall be graded to a reasonably true surface and cleaned of all stones, brickbats, and other unsuitable materials. After areas have been brought to proper subgrade and approved by the Engineer or his agent, loam shall be spread to a depth as indicated in the Contract, or to a depth of no less than four inches, with due allowance made for settlement. All stones, roots, debris, sod, weeds, and other undesirable material shall be removed from the topsoil. After shaping and grading, all trucks and other equipment shall be excluded from the topsoiled area to prevent excessive compaction. The Contractor shall perform such work as required to provide a friable surface for seed germination and plant growth prior to seeding.

During hauling and spreading operations, the Contractor shall immediately remove any material dumped or spilled on the shoulders or pavement.

It shall be the Contractor's responsibility to restore to line, grade, and surface all eroded areas with approved material and to keep topsoiled areas in acceptable condition until the completion of the construction work.

Wherever subgrade material is sand, gravel, or other previous material, and elsewhere as required by the Engineer, the Contractor shall place a four-inch layer of clay or other impervious material on the subgrade material before placing loam.

204.4 Payment: This work will be measured for payment by the number of square yards of area on which the placing of the topsoil has been completed and the work accepted.

The limits of payment shall be to the slope limits as shown on the plans. In the absence of slope limits, the maximum area of measurement shall be the area extending two feet behind the sidewalk and the area between the sidewalk and edge of pavement. No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

This work will be paid for at the Contract unit price per square yard for "Grading and Topsoil", which price shall include all materials, equipment, tools, labor, and work incidental thereto.

205.0 TURF ESTABLISHMENT

205.1 Description: The work included under this item shall consist of furnishing and placing pre-emergent fertilizer, seed, and mulch on all areas to be seeded as shown on the plans, or where directed by the Engineer.

205.2 Materials:
The seeding materials for this work shall conform to the requirements of Section M.13 of the Form 816, and Table 205.1.

Pre-emergent fertilizer shall be comparable to Tupersan Seed Starter 11-23-10, plus Crabgrass Control.

205.3 Construction Methods: Construction methods shall be those established as agronomically acceptable and feasible, and that are approved by the Engineer.

205.4 Preparation: Areas shall be made friable and receptive to seeding by methods approved by the Engineer. In all cases, the final prepared area shall meet the lines and grades for such surface as shown on the plans, or as directed by the Engineer. In no event will seeding be allowed on a hard or crusted soil surface.

All areas shall be reasonably free from weeds taller than three inches. Removal of weed growth from the slope areas shall be by approved methods, including hand mowing, which does not rut or scar the slope surface or cause disruption of the slope line and grade. Seeding on level areas shall not be permitted until substantially all weed growth is removed. Seeding on slope areas shall not be permitted without removal or cutting of weed growth except by written permission of the Engineer.

205.5 Seeding Season: The normal seasonal dates for seeding shall be as follows:

Spring: March 15th to June 15th
Fall: August 15th to October 15th

If the Contactor seeds outside the seasonal periods, any additional materials furnished and placed to establish growth shall be done at the Contractor's expense. The Contractor must also reseed, mulch, and repair any areas seeded, whether out-of-season or not, that are damaged by fire, erosion, or any other cause, as directed by the Engineer at no expense to the Town.

Areas of disturbed soil that will contribute to air and stream pollution shall be established to the designated vegetation cover as soon as feasible or when directed by the Engineer.

205.6 Seeding Methods: Seed shall be uniformly applied by any agronomically acceptable and feasible method approved by the Engineer.

Seed for lawn areas shall be fresh and clean and free from weed seed, seed of grasses other than those specified, and free from chaff and other extraneous material. Seed shall be raked in with a fine tooth rake. After seed is sown, the surface of the ground shall be thoroughly rolled with a light roller suitable for sown seed. All seeded areas shall be watered and maintained to the satisfaction of the Engineer. Within two weeks after grass seed has come up, any areas where grass seed has not germinated properly, or where the surface has been washed or damaged in any way, shall be reseeded as before.

Normal seed mixtures shall be applied at the rate of 200 pounds per acre. Fertilizer shall be uniformly placed at the rate of 600 pounds per acre.

205.7 Mulching: Areas seeded shall be mulched unless otherwise ordered by the Engineer. Wood chip mulch shall not be used on seeded areas. Unless otherwise shown on the plans or called for in the Special Provisions, mulch will be applied according to Table 205-2. The mulch will be anchored according to Table 205-3.

205.8 Compaction: The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants. Where such compaction has occurred, the Contractor shall rework the soil to make a suitable seed bed, then reseed and mulch such areas with the full amount of the specified materials at no extra charge to the Town.

205.9 Cleanup: This work will not be considered complete until all clean-up operations are complete. This shall include the removal of all debris resulting from the seeding operations on shoulders, pavement, or adjacent property, public and private. The Contractor shall be required to shape, grade, and establish vegetative cover in accordance with the specifications on all areas disturbed outside the normal limits of construction.

Any area in the project where ground cover is destroyed due to the construction operations must have a new ground cover established by means of seeding, fertilizing, and mulching, if necessary, as directed by the Engineer.

205.10 Warranties and Certificates: The Contractor shall supply the Engineer with all warranties or certificates furnished with the seed mixture or fertilizer prior to use of the material.

205.11 Payment: This work will be measured for payment by the number of square yards of surface area actually covered by seeding, fertilizer, and mulch when 90% of seeded area has achieved four-inch growth as specified.

The limits of payment shall be to the slope limits as shown on the plans. In the absence of slope limits, the maximum area of measurement shall be the area extending two feet behind the sidewalk and the area between the sidewalk and edge of pavement. No payment shall be made outside of these limits unless the disturbance was directed or approved by the Engineer. No payment shall be made for areas disturbed for staging, storage of materials, or other area disturbed for the convenience of the Contractor.

This work will be paid for at the Contract unit price per square yard for "Turf Establishment", which price shall include all materials, maintenance, equipment, tools, labor, and work incidental thereto.

TABLE 205-1

SEED MIXTURES, RATES AND DATES

<u>SEED MIXTURE 4/</u>	<u>PERCENT BY WT.</u>	<u>SEEDING RATES</u>		<u>SEEDING DATES</u>	<u>SPECIAL ADAPTATION</u>
		<u>LBS. PER 1,000 SQ. FT.</u>	<u>LBS. PER PER ACRE</u>		
Red Fescue <u>3/</u> Perennial Ryegrass	60 40	1	40	April 1 – June 15 Aug. 1 – Sept. 30	No Mow Areas Droughty Areas
Reed Canary Grass Redtop	80 20	1	50	April 1 – June 15 Aug. 15 – Sept. 15	Wildlife or Wet Area
Red Fescue <u>2/</u> Kentucky Bluegrass Perennial Bluegrass	70 20 10	2	80	April 1 – June 15 Aug. 15 – Oct 15	High Maintenance Lawn Areas
Ky 31 Tall Fescue Birdsfoot Trefoil	70 30	1	40	April 1 – June 1	No Mow Areas Wet Areas

1/ These are minimum seeding rates and should be increased if adverse conditions exist.
2/ 10 lbs. of Birdsfoot Trefoil may be added to this mixture.
3/ Ky 31 Tall Fescue may be used in place of Red Fescue.
4/ May add 5 lbs. of Perennial Ryegrass for quick fall cover.

TABLE 205-2
 GUIDE TO MULCH MATERIAL

<u>MULCH MATERIAL</u>	<u>QUALITY</u>	<u>APPLICATION RATES</u>		<u>REMARKS</u>
		<u>Per 1,000 sq. ft.</u>	<u>Per Acre</u>	
Hay or Straw	Air dried, free from undesirable seeds	75-100 lbs. or 2-3 bales	1.5-2 tons 90-110 bales	Use straw where mulch effect is to be maintained for more than three months. Subject to wind blowing unless kept moist or tied down. Good for critical area erosion control. Spread uniformly, leave 10-20% of ground exposed. Excellent for seedbed protection until vegetation is established. Salt marsh hay where available is usually free of weed seeds.

TABLE 205-3

MULCH ANCHORING GUIDE

<u>ANCHORING METHOD OR MATERIAL</u>	<u>REMARKS AND HOW TO APPLY</u>
Jute Netting, Twisted	Good for watering or critical erosion area seedbed stabilization. Use pegs or special stables to anchor netting and prevent blowing. Generally available in 4-foot wide rolls and up to 300-foot long.
Peg and Twine	Used to anchor hay, straw, or other mulch which may be subject to blowing. Drive 8 to 10 inch long wooden pegs into soil on 3 or 4 foot centers. Secure mulch to soil surface by stretching twine between the pegs in a criss-cross and square pattern on each. Make two or more turns with twine around each stake. Drive pegs flush with soil if mowing and maintenance is planned.

206.0 SEDIMENTATION CONTROL SYSTEM

206.1 General: This item shall conform to Section 2.19 of the Form 816.

213.0 EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION

213.1 General: The Contractor is to exercise caution to prevent unnecessary damage to lawns, trees, bushes, or any other existing improvements. If, in the opinion of the Engineer, existing improvements are damaged due to the carelessness of the Contractor, the same shall be repaired or replaced at the Contractor's expense.

213.2 Earthwork: The Contractor shall remove and dispose of grass, rubbish, and other objectionable materials within the limits of the sidewalk construction. The Contractor shall perform all excavation necessary to construct sidewalks to the grades as shown on the construction plans. Excavation shall include the saw cutting, removal, and disposal of bituminous concrete and concrete sidewalks, driveways, and pavements, including curbing and tree roots, where necessary, due to the new sidewalk grade and as shown on the plans or as directed by the Engineer. Existing house lateral walks and driveways adjacent to the sidewalk shall be removed and base graded and prepared for a smooth connection. The Contractor shall remove and dispose of all excess material.

213.3 Grading Existing Topsoil: Upon completion of sidewalk construction, the Contractor is to grade the areas between sidewalks and curbs, if the typical section indicates a grass plot, and disturbed areas back of the sidewalk. The Contractor shall backfill and compact these areas so as to conform to the typical cross-section. The upper four inches of the backfill shall be loam or topsoil, loose and friable and free of sticks, rocks, roots, weeds, or other unsuitable material.

213.4 Lawn Restoration: This work will consist of restoring grass areas disturbed in the Contract work. All work will be in conformance with Section 205.0 TURF ESTABLISHMENT.

213.5 Basis of Payment:
Except as provided otherwise below and in the Bid Proposal for "Removal of Pavement", all of the above-described work under the heading of EARTHWORK AND GRADING FOR SIDEWALK CONSTRUCTION shall be included in the Contract unit price for sidewalks or other items associated with the work.

Sawcutting, removal, and disposal of existing bituminous pavement and concrete sidewalk shall be paid for at the contract unit price per square yard for "Removal of Pavement", which price shall include all labor, material, tools, and equipment incidental thereto.

214.0 BASE COURSE UNDERNEATH SIDEWALKS

214.1 Description: The Contractor shall make the necessary excavation and furnish material for base construction under sidewalks.

214.2 Material: The material used for base course construction shall conform to the requirements of Section M.02.01 of the Form 816 for broken or crushed stone. It shall consist of sound, tough, and durable stone and shall be free of thin or elongated pieces, lumps of clay, soil, loam, or vegetative matter. All material shall be approved by the Engineer prior to its use.

214.3 Construction Method: The material for the base course shall be spread upon the prepared subgrade to such depth as to give a compacted thickness of eight inches. The material shall be uniformly spread in two layers of equal depth in the entire base course excavation and each layer shall be wetted and compacted to a firm even surface with a roller weighing not less than 500 pounds or by use of pneumatic tampers or vibratory compactors.

214.4 Basis of Payment: There will be no separate payment for this item. All of the above-described work under the heading "Base Course Underneath Sidewalks" shall be included in the Contract Unit Prices for sidewalks or the item associated thereto.

215.0 PERMANENT DRIVEWAY REPAIRS

215.1 Description: The Contractor shall furnish all labor, tools, material, and equipment to replace all driveway pavement damaged due to the associated construction, as shown on the plans and as directed by the Engineer. This item shall also include the removal and disposal of existing bituminous pavement necessary for driveway replacement work.

215.2 Materials:

The base course shall be processed stone of a quality satisfactory to the Engineer.

Hot laid bituminous concrete for driveway repairs shall be Bituminous Class 2 per Section M.04 of the Form 816.

215.3 Construction Methods: Portions of the driveway or driveway aprons to be replaced shall be saw cut, and the existing pavement removed and disposed of by the Contractor. The eight inches of trench immediately below the bottom of the proposed pavement shall be backfilled with processed stone and compacted in four-inch layers. The upper three inches shall be topped by the Contractor with hot bituminous concrete or as required to match the existing pavement, and maintained at grade. The edges shall be painted with an asphalt emulsion prior to the placement of permanent pavement. Hot laid bituminous concrete shall be placed so as to give a three-inch compacted surface, or a surface that has a depth equal to the existing driveway surface, whichever is greater. Compaction shall be made with a power-driven roller. The finished surface shall be free from waves or depressions.

215.4 Basis of Payment: Measurement and payment will be based on the Contract Unit Price per square yard of "Permanent Driveway Repairs" complete in place, which price shall include saw cutting, removal and disposal of existing bituminous pavement, all materials (including base materials), labor, tools, and equipment incidental thereto.

224.0 STONE RETAINING WALL

224.1 Description: This item shall consist of approved stone, constructed so as to fit neatly and firmly in such shapes and at such places as indicated on the plans or where directed, and in accordance with these specifications or as approved by the Engineer.

224.2 Materials: The stone for the retaining wall shall conform as near as practical to, in size color and shape, the existing retaining wall along the frontage of #1936 Main Street at the intersection with Hubbard Street. The Contractor shall submit a sample of the stone to the Engineer for approval. Any variations shall be approved by the Engineer.

The materials for the gravel base shall meet the requirements of Section M.02.01 of the Form 816 for broken or crushed stone.

Drainage aggregate backfill behind the wall shall consist of ¾" stone.

224.3 Construction Methods: The stone retaining wall shall be constructed on a processed stone base and in the location and to the dimensions shown on the plans or as ordered.

1. A foundation for the stone wall consisting of 12-inch of processed stone shall be installed to limits shown on the drawings.

2. Dressing Stone: All necessary dressing or shaping of stone shall be done before the stone is laid in the wall. No dressing or hammering which will loosen the stone will be permitted after it is placed. Stones at angles or at ends of walls shall be roughly squared and dressed to the required lines.

2. Laying Stones: The masonry shall be laid to line in courses, roughly leveled up. The bottom or foundation courses shall be composed of large, selected stones, and all courses shall be laid with bearing beds parallel to the natural bed of the material. Face joints shall have a width of not more than 1 1/2 inches (38 millimeters). In laying rubble masonry, care shall be taken that each stone takes a firm bearing at not less than three separate points upon the underlying course. Open joints, both front and rear, shall be chinked with spalls, fitted to take firm bearing upon their top and bottom surfaces, for the purpose of securing firm bearing throughout the length of the stone. Cap stones shall be mortared in place as shown on the plans.

224.4 Method of Measurement: The quantity of stone retaining wall shall be the actual number of square feet of wall face and cap stones completed and accepted, within the neat lines of the structure as shown on the plans or as ordered by the Engineer.

Processed stone for the base of the wall and ¾" stone backfill for behind the wall shall not be measured for payment, but rather shall be included in the contract unit price for Stone Retaining Wall.

224.5 Basis of Payment: This work of installing the stone masonry retaining wall will be paid for at the contract unit price for "Stone Retaining Wall", complete in place, which price shall include all materials, equipment, tools, labor and work incidental thereto.

Pay Item	Pay Unit
Stone Retaining Wall	S.F.

228.0 TREE PROTECTION TRENCH

228.1 Description: This work includes excavation of a tree protection trench adjacent to an existing or proposed sidewalk by means of a chain-driven trenching machine with additional pruning of roots using hand methods as required. This is performed adjacent to the proposed sidewalk excavation and within the drip line of an existing tree to cleanly sever roots prior to sidewalk excavation.

The services of a licensed arborist will be required to supervise the above referenced work and shall be included in the contract unit price for tree protection trench.

228.2 Construction Methods: Tree protection trench shall be installed in advance of the intended sidewalk construction during time periods where damage to trees will be minimized, as directed by the Engineer. The work area shall generally include the length of sidewalk within the drip line of the canopy of the tree of concern. Extreme care shall be taken by the Contractor to identify and protect underground utilities within the work area, and any conflicts shall be immediately brought to the attention of the Engineer.

Where tree protection trench is called for on the plans, the Contractor shall use a chain-driven trenching apparatus to cleanly sever tree roots adjacent to the sidewalk to the full depth of the sidewalk excavation as directed by the Engineer. Additional pruning of roots using hand methods may also be required, as directed by the Engineer or licensed arborist supervising the work.

The disturbed area shall be restored to existing grades and shall be seeded per Section 205.00 of the specifications.

228.3 Payment: Tree protection trench shall be measured for payment by the number of linear feet of tree protection trench installed and accepted. This work shall be paid for at the Contract unit price for "Tree Protection Trench", which price shall include all materials, equipment, tools, labor, and work incidental thereto.

The services of a certified arborist to supervise work under this item shall not be measured separately for payment, but rather shall be included in the contract unit price for "Tree Protection Trench".

Restoration of disturbed areas shall be measured and paid for under Section 205.00 Turf Establishment.

301.0 MAINTENANCE AND PROTECTION OF TRAFFIC

301.1 Description: Unless other provisions are made on the plans or in the Special Conditions, the Contractor shall keep the roadway open to traffic for the full length of the project and shall provide a sufficient number of travel lanes and pedestrian pathways to move that traffic ordinarily using the roadway. The travel lanes and pedestrian pathways shall be drained and kept reasonably smooth and in suitable condition at all times in order to provide minimum interference with traffic and consistent with proper execution of the work.

Suitable ingress and egress shall be provided at all times where required for all intersecting roads and for all abutting properties have legal access.

301.2 Construction Methods: When a scheme for maintenance of traffic that may include detours is shown on the plans or approved by the Legal Traffic Authority, this shall govern unless an alternate scheme acceptable to the Engineer is offered by the Contractor at no additional cost. If no scheme is shown on the plans or described in the Special Conditions of the Contract and the Contractor wishes to deviate from the provisions of maintaining traffic as described in this Section, the Contractor must submit, and the Engineer may approve, a schedule showing a proposed sequence of operations and a compatible method of maintaining traffic.

301.3 Traffic Signs and Barricades: The Contractor will furnish signs, barricades, traffic cones, and traffic delineators to forewarn traffic of the construction. The Contractor will also provide such safety measures, pavement markings, warning devices, and signs as deemed necessary to safeguard and guide the traveling public through detours ordered by the Engineer or included in the approved scheme for maintenance of traffic. Signs and barricades will be delivered adjacent to the project and traffic cones and delineators will be provided when required, at no cost to the Town. The Contractor shall erect, maintain, move, adjust, relocate and store these signs, barricades, traffic cones, and delineators when, where, and in accordance with the "Manual on Uniform Traffic Control Devices", or as directed by the Engineer.

The use of unauthorized or unapproved signs, barricades, traffic cones, or traffic delineators will not be permitted.

The Contractor shall keep all signs in proper position and clean and legible at all times. Care shall be taken so that weeds, shrubbery, construction materials or equipment, and soil are not allowed to obscure any sign, light, or barricade. Signs that do not apply to existing conditions shall be removed or adjusted so that the legend is not visible to approaching traffic.

301.4 Snow Removal: The Contractor, when order by the Engineer, shall remove snow and take care of icy conditions on temporary, new, and existing sidewalks on any part of the right-of-way within the limits of the project.

Snow removal and correction of icy conditions other than those resulting from the Contractor's operations, and snow removal on uncompleted contracts under traffic, will remain the obligation of the Town.

301.5 Failure to Provide: Should the Contractor fail to perform any of the work required under this Section, the Town may perform, or arrange for others to perform, such work. In such cases, the Town will deduct from monies due or to become due the Contractor, all expenses connected therewith.

301.7 Basis of Payment: Maintenance and Protection of Traffic will be paid for at the Contract Lump Sum price for "Maintenance and Protection of Traffic". This price shall include all costs for labor, equipment, and services involved in the erection, maintenance, moving, adjusting, relocating and storing of signs, barricades, traffic cones, and traffic delineators furnished by the Contractor, as well as all cost of labor and equipment involved in the maintenance of traffic lanes and detours ordered or included in the approved scheme for maintenance of traffic.

NOTE: The Town of Glastonbury **CHIEF OF POLICE**, acting in the capacity of the **LEGAL TRAFFIC AUTHORITY**, shall be the sole and final authority for the Maintenance and Protection of Traffic.

302.0 TRAFFICPERSON

302.1 General: This item shall conform to Section 9.70 TRAFFICPERSON, of the Form 816.

302.3 Description: Add the following to the first paragraph of Section 9.70.01

“Trafficpersons may consist of extra duty officers of the Glastonbury Police Department or uniformed flaggers meeting acceptable criteria. The Police Chief, as the Legal Traffic Authority, shall determine which is acceptable based on location, traffic volumes, and traffic conditions.”

“All work under this item shall be paid only for the duration of the Contract as contained in the Special Conditions under ‘Time for Completion/Notice to Proceed’ and for any time extensions granted in writing by the Town. Payment for police officers required after the duration of the Contract and approved time extensions shall be made directly by the Town and such costs deducted from future payments due the Contractor.”

303.3 Basis of Payment: Replace Section 9.70.05 with the following:

There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

1. Police Officers: The sum of money shown on the bid proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

When the trafficperson consists of Town of Glastonbury Police Officers, the Contractor shall provide the invoices from such work to the Engineer and the Town will pay these invoices directly to the Police Department. Under these circumstances, the Contractor will be reimbursed only for the 5% markup on the actual cost of police services under this line item.”

2. Uniformed Flagger: Uniformed flaggers will be paid for at the contract unit price per hour for “Trafficperson (Uniformed Flagger)” as listed in the bid proposal, which price shall include all compensation, insurance benefits, and any other cost or liability incidental to the furnishing of the trafficpersons ordered.

Proposal of _____
(hereinafter called "Bidder"), organized and existing under the laws of the State of _____
_____, doing business as _____
_____.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Bidder hereby proposed to furnish materials and/or services as per Bid Number GL-2010-22 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

The Bidder acknowledges receipt of the following:

Addendum #1 _____

Addendum #2 _____

Addendum #3 _____

It is the responsibility of the Bidder to check the Town's website for any Addendum before submitting the bid.

**WILLIEB STREET SIDEWALK EXTENSION
 BID PROPOSAL**

BID #GL-2010-22

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1.	Preparation of Site in accordance with Section 002.0 of the Detailed Construction Specifications	Lump Sum	\$ _____/L.S.	\$ _____
2.	4' Wide Concrete Sidewalk, 5" thick in accordance with Section 201.0 of the Detailed Construction Specifications	2,000 SF	\$ _____/S.F.	\$ _____
3.	Pedestrian Ramps in accordance with Section 201.0 of the Detailed Construction Specifications	2 EA	\$ _____/EA.	\$ _____
4.	Grading and Topsoil in accordance with Section 204.0 of the Detailed Construction Specifications	300 SY	\$ _____/S.Y.	\$ _____
5.	Turf Establishment in accordance with Section 205.0 of the Detailed Construction Specifications	300 SY	\$ _____/S.Y.	\$ _____
6.	Sedimentation Control System in Accordance with Section 206.0 of the Detailed Construction Specifications	25 LF	\$ _____/L.F.	\$ _____
7.	Removal of Pavement in accordance with Section 213.0 of the Detailed Construction Specifications	55 SY	\$ _____/S.Y.	\$ _____
8.	Permanent Driveway Repairs in accordance with Section 215.0 of the Detailed Construction Specifications	28 SY	\$ _____/S.Y.	\$ _____
9.	Stone Retaining Wall in accordance with Section 224.0 of the Detailed Construction Specifications	350 SF	\$ _____/S.F.	\$ _____
10.	Tree Protection Trench in accordance with Section 228.0 of the Detailed Construction Specifications	30 LF	\$ _____/L.F.	\$ _____
11.	Maintenance and Protection of Traffic in accordance with Section 301.0 of the Detailed Construction Specifications	Lump Sum	\$ _____/L.S.	\$ _____
12.	Trafficperson (Police Officer) in accordance with Section 302.0 of the Detailed Construction Specifications	EST	\$ <u>2,000.00</u> /EST	\$ <u>2,000.00</u>

**WILLIEB STREET SIDEWALK EXTENSION
BID PROPOSAL**

BID #GL-2010-22

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
13.	Trafficperson (Uniformed Flagger) in accordance with Section 302.0 of the Detailed Construction Specifications	24 HR	\$_____/HR	\$_____

TOTAL BID AMOUNT: \$_____

WRITTEN BID AMOUNT: _____

**WILLIEB STREET SIDEWALK EXTENSION
BID PROPOSAL**

BID #GL-2010-22

TOWN OF GLASTONBURY

BID / PROPOSAL

GL # or RPGL #

2010-22

DATE ADVERTISED

September 30, 2009

DATE / TIME DUE

**October 13, 2009 at
11:00 a.m.**

NAME OF PROJECT

Willieb Street Sidewalk Extension

It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.

CODE OF ETHICS:

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes _____ No _____*

*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

Respectfully submitted:

Type or Print Name of Individual

Doing Business as (Trade Name)

Signature of Individual

Street Address

Title

City, State, Zip Code

Date

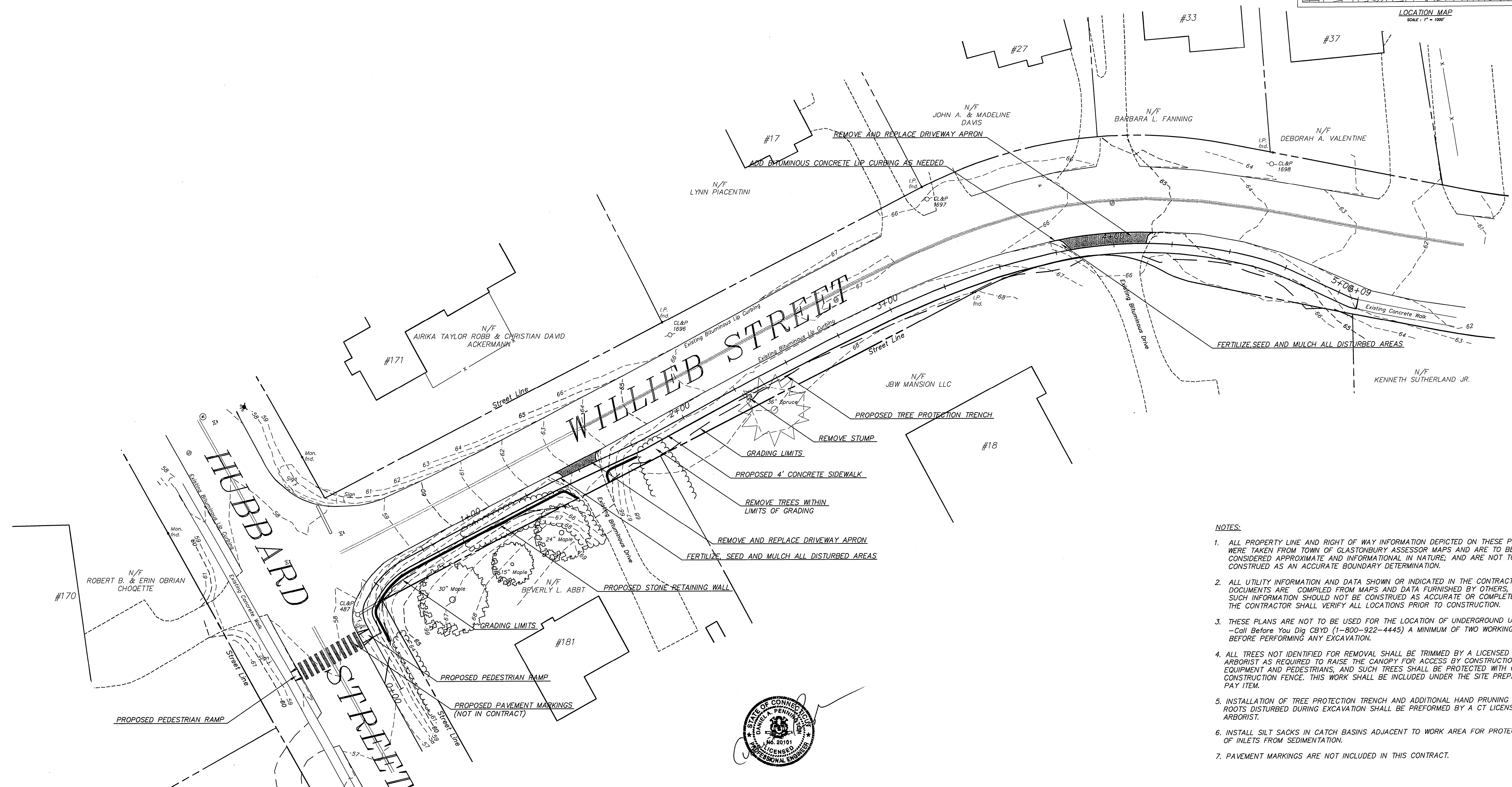
Telephone Number/Fax Number

E-Mail Address

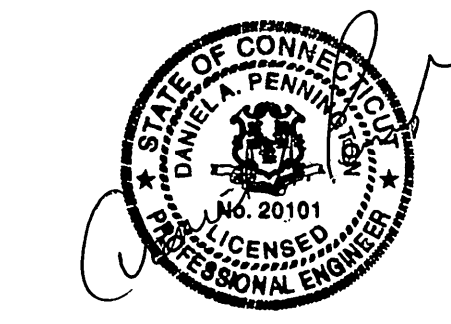
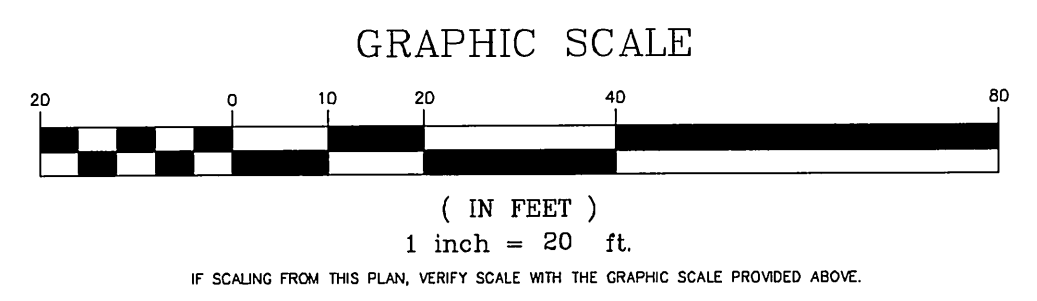
SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

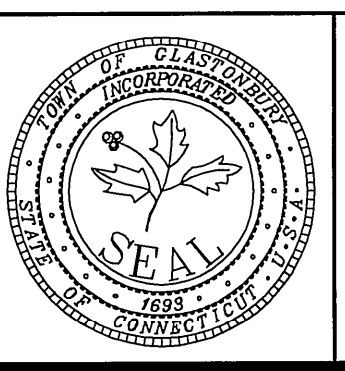
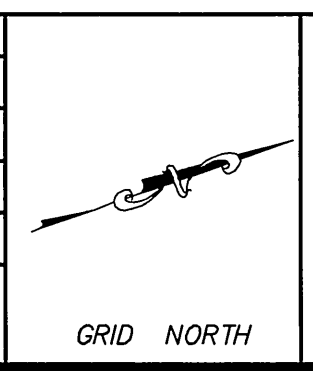


- NOTES:**
1. ALL PROPERTY LINE AND RIGHT OF WAY INFORMATION DEPICTED ON THESE PLANS WERE TAKEN FROM TOWN OF GLASTONBURY ASSESSOR MAPS AND ARE TO BE CONSIDERED APPROXIMATE AND INFORMATIONAL IN NATURE; AND ARE NOT TO BE CONSTRUED AS AN ACCURATE BOUNDARY DETERMINATION.
 2. ALL UTILITY INFORMATION AND DATA SHOWN OR INDICATED IN THE CONTRACT DOCUMENTS ARE COMPILED FROM MAPS AND DATA FURNISHED BY OTHERS, ANY SUCH INFORMATION SHOULD NOT BE CONSTRUED AS ACCURATE OR COMPLETE AND THE CONTRACTOR SHALL VERIFY ALL LOCATIONS PRIOR TO CONSTRUCTION.
 3. THESE PLANS ARE NOT TO BE USED FOR THE LOCATION OF UNDERGROUND UTILITIES -Call Before You Dig CBYD (1-800-922-4445) A MINIMUM OF TWO WORKING DAYS BEFORE PERFORMING ANY EXCAVATION.
 4. ALL TREES NOT IDENTIFIED FOR REMOVAL SHALL BE TRIMMED BY A LICENSED ARBORIST AS REQUIRED TO RAISE THE CANOPY FOR ACCESS BY CONSTRUCTION EQUIPMENT AND PEDESTRIANS, AND SUCH TREES SHALL BE PROTECTED WITH ORANGE CONSTRUCTION FENCE. THIS WORK SHALL BE INCLUDED UNDER THE SITE PREPARATION PAY ITEM.
 5. INSTALLATION OF TREE PROTECTION TRENCH AND ADDITIONAL HAND PRUNING OF ROOTS DISTURBED DURING EXCAVATION SHALL BE PERFORMED BY A CT LICENSED ARBORIST.
 6. INSTALL SILT SACKS IN CATCH BASINS ADJACENT TO WORK AREA FOR PROTECTION OF INLETS FROM SEDIMENTATION.
 7. PAVEMENT MARKINGS ARE NOT INCLUDED IN THIS CONTRACT.

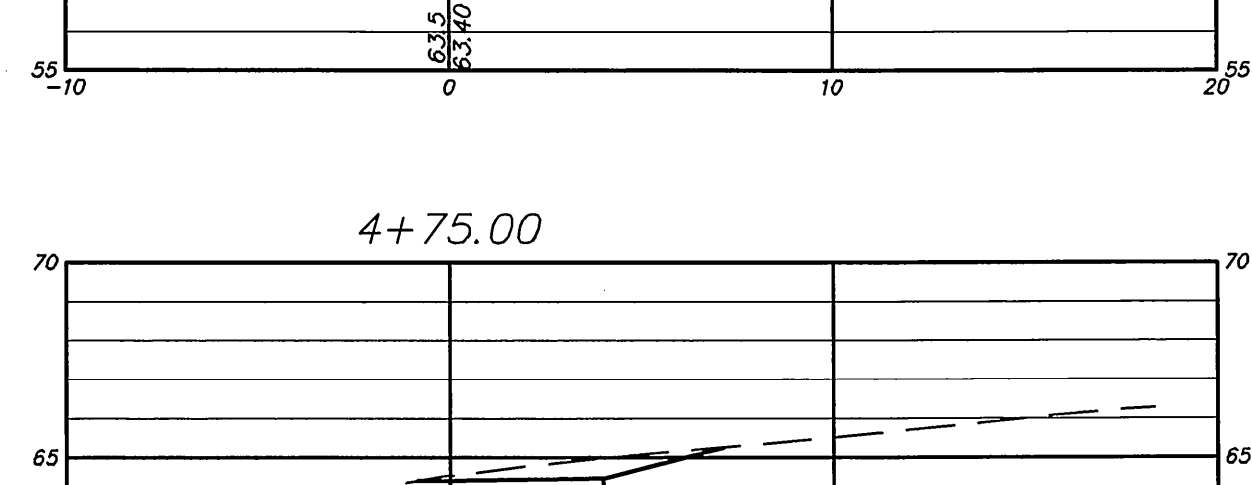
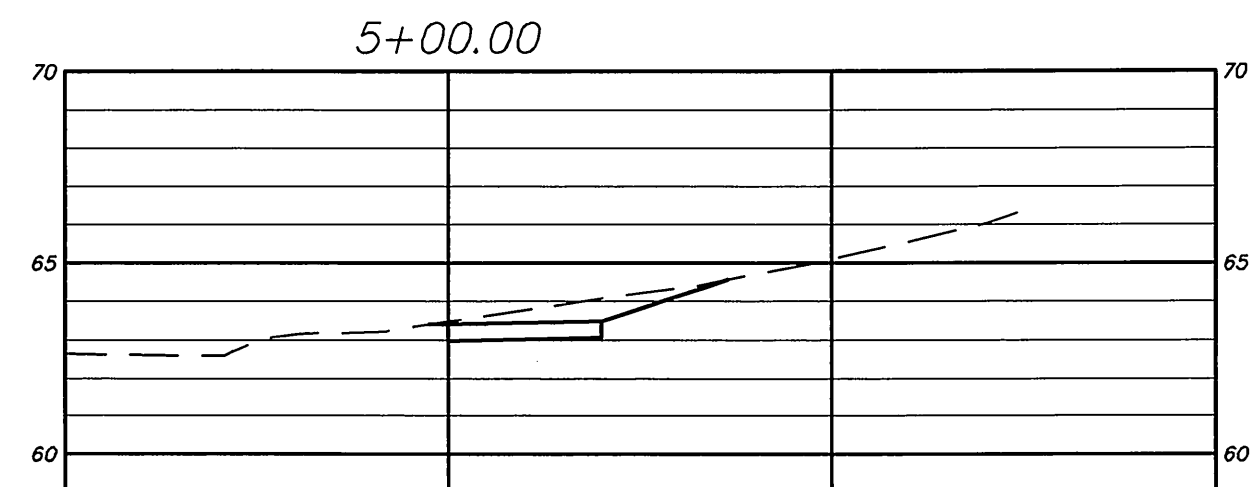
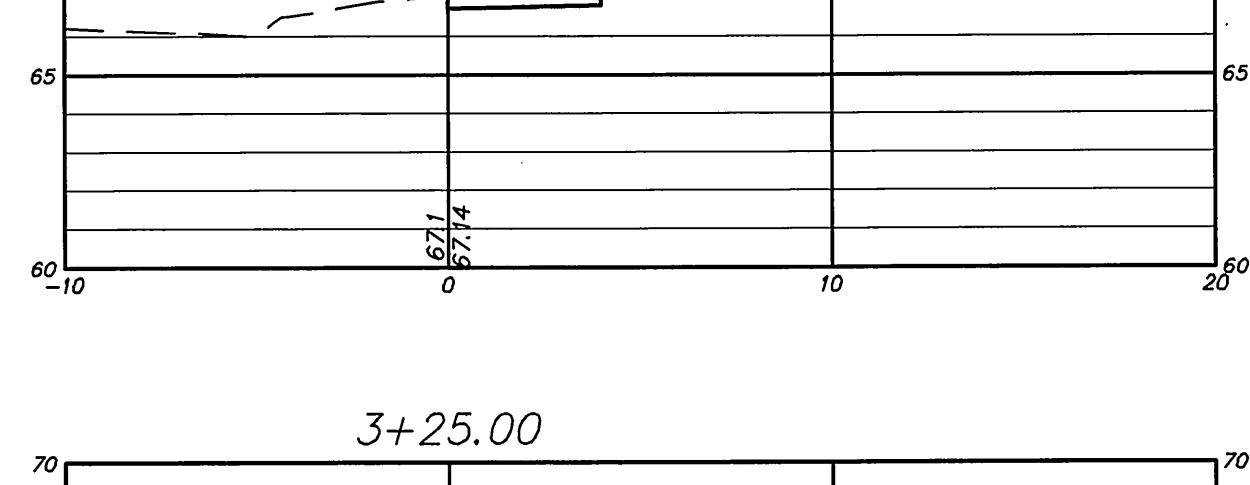
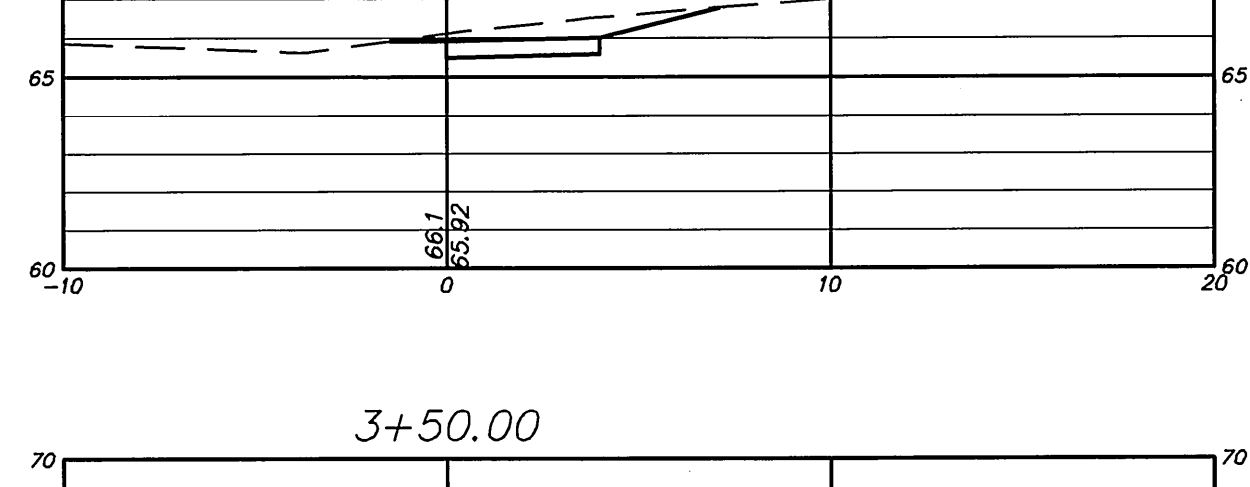
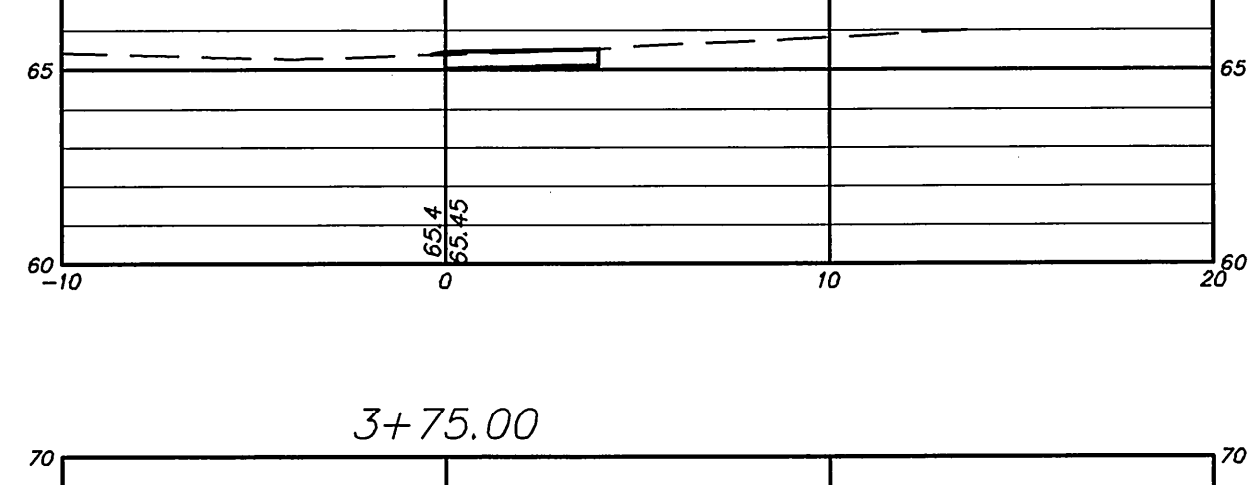
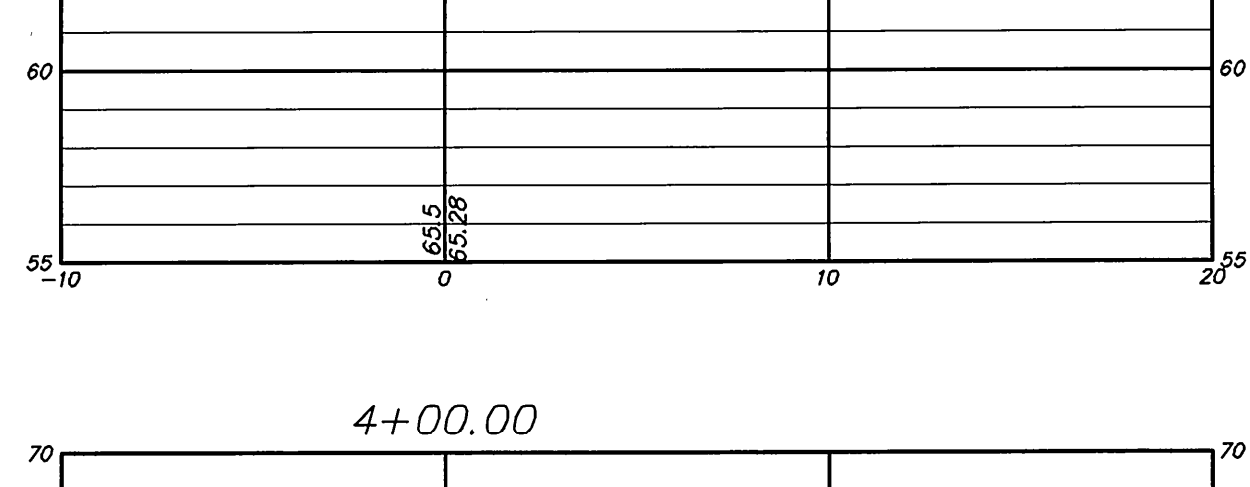
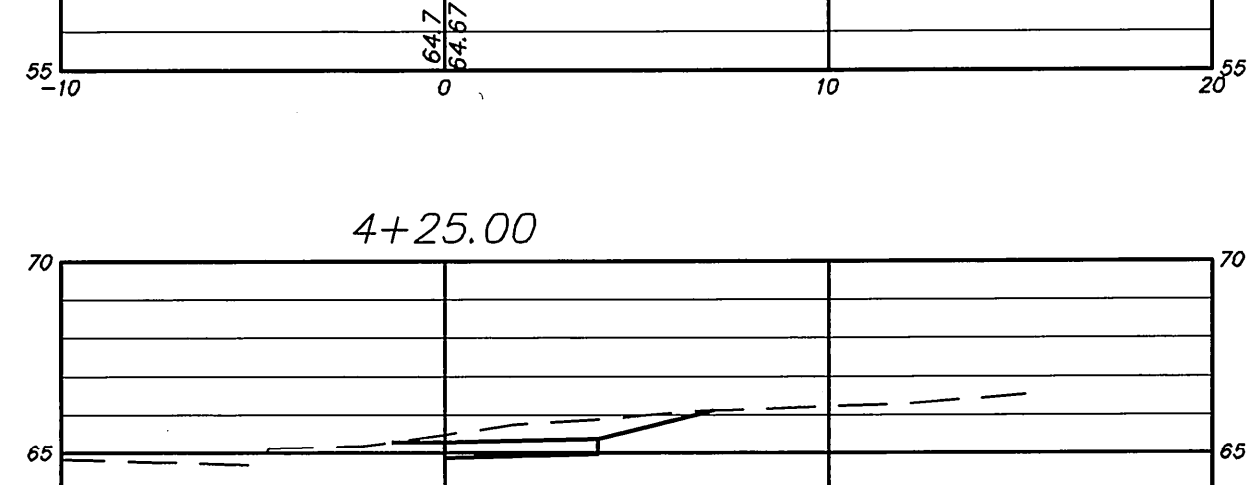
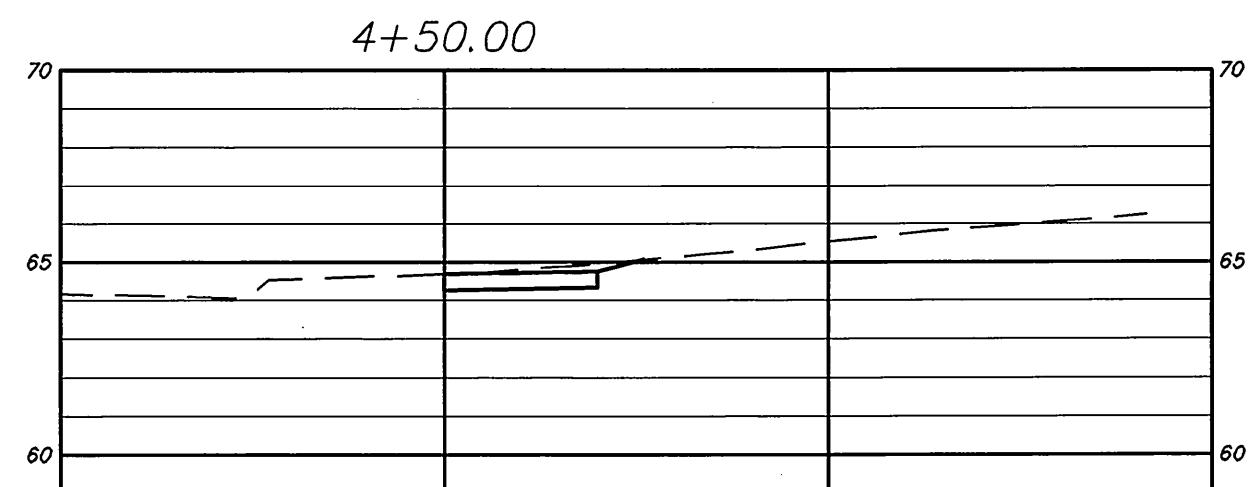
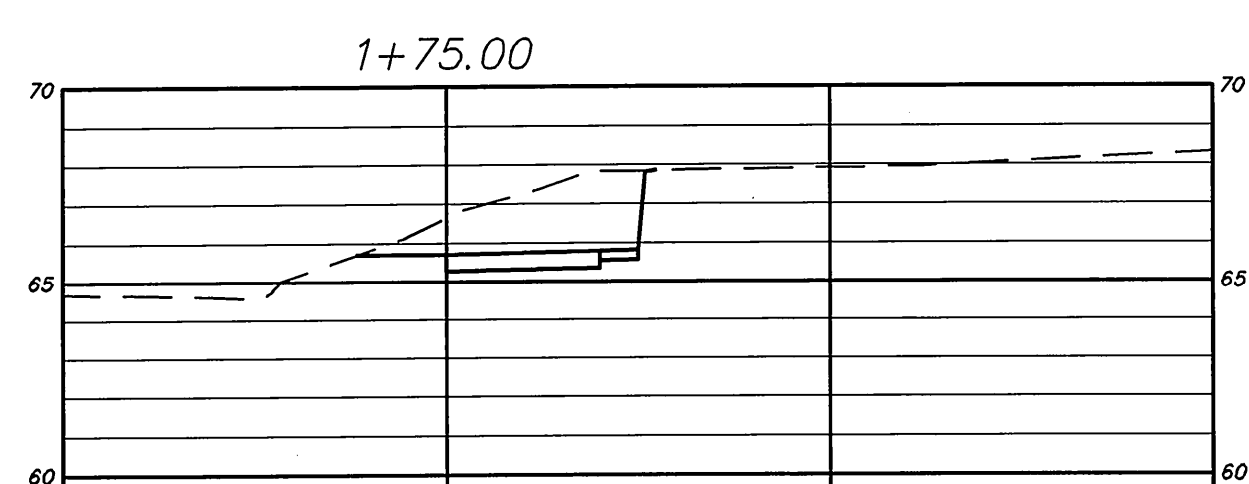
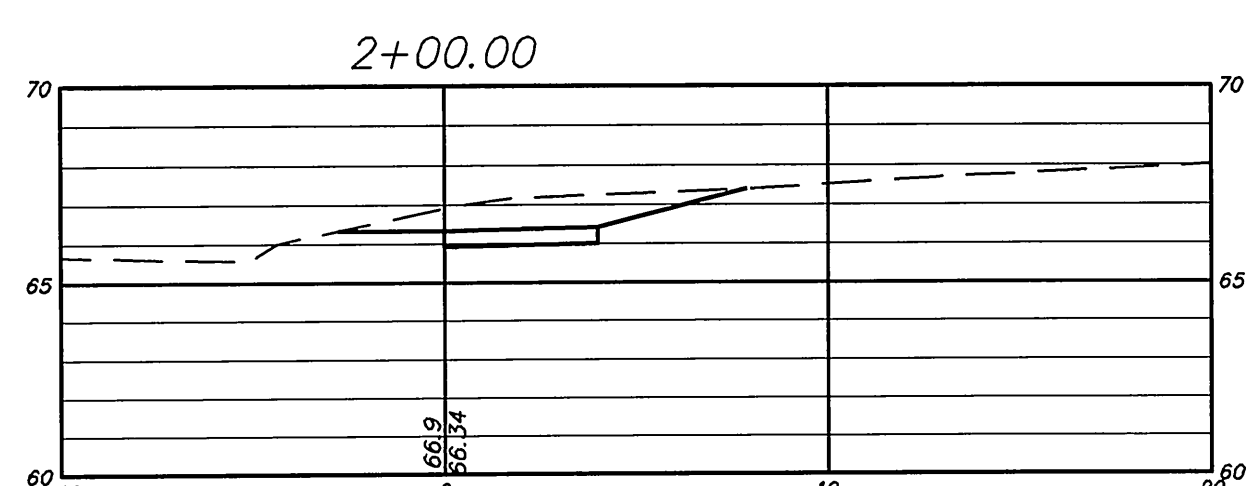
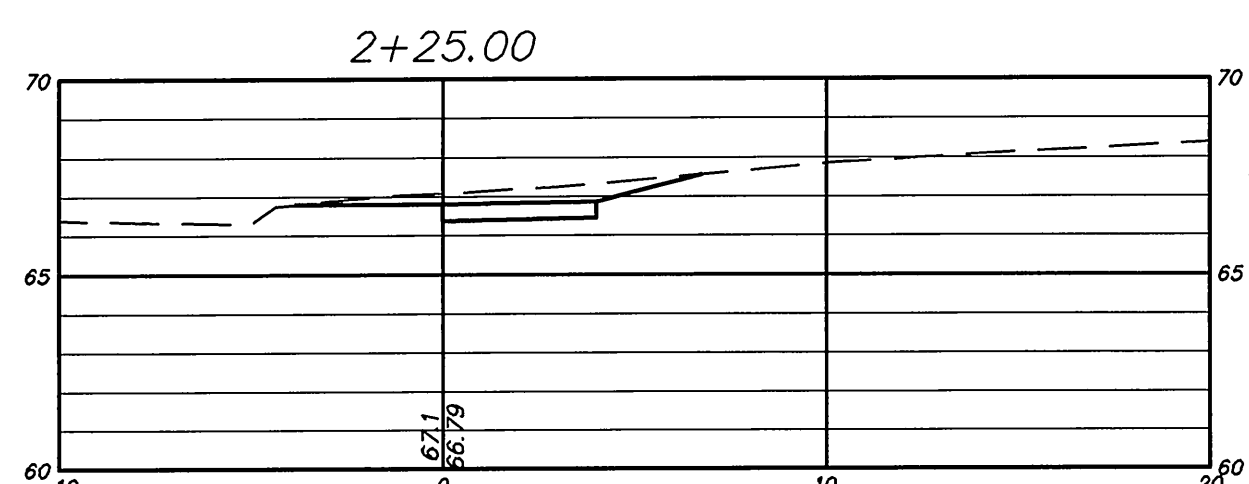
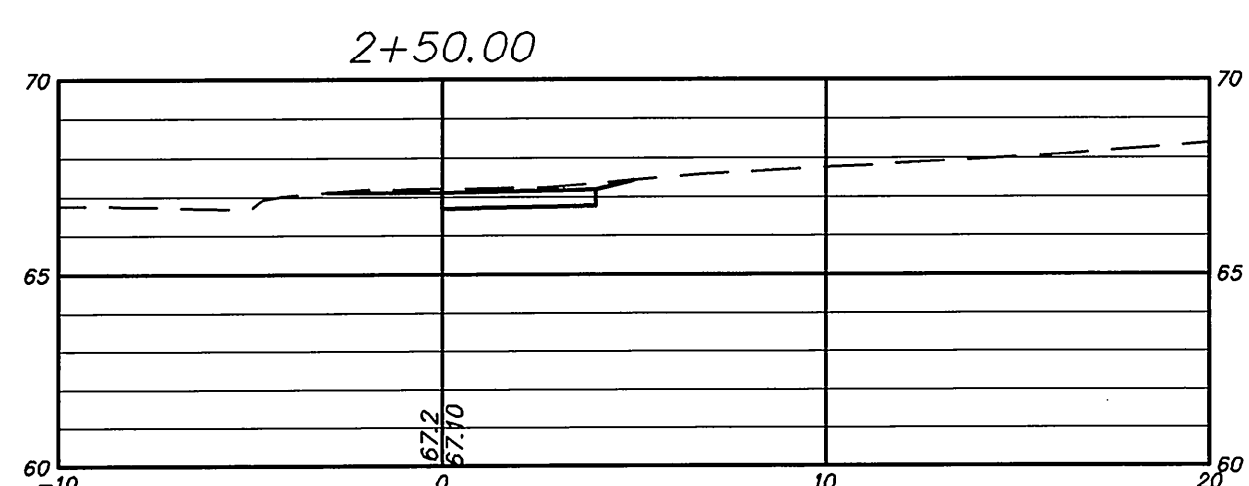
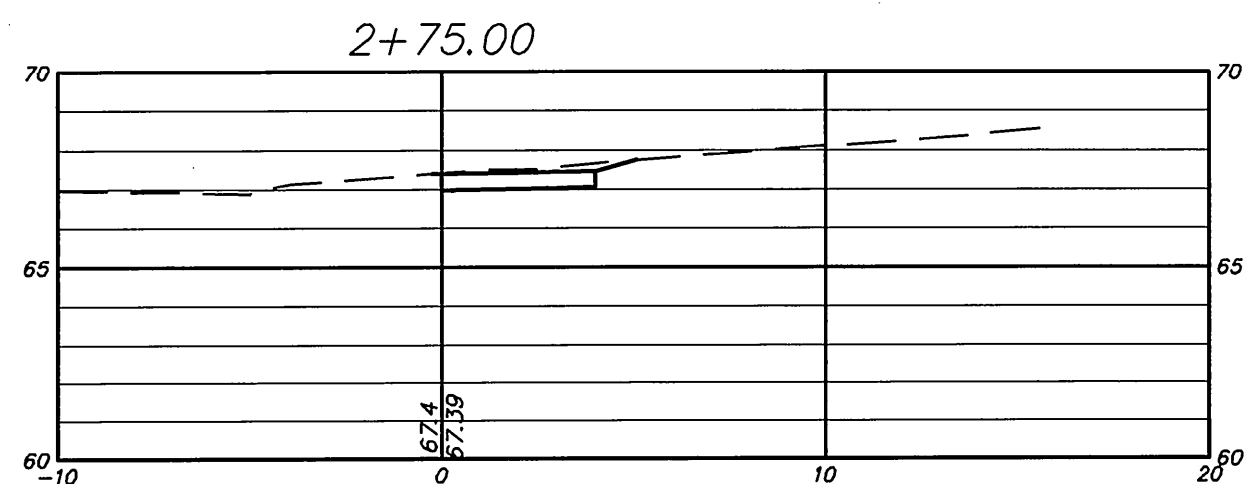
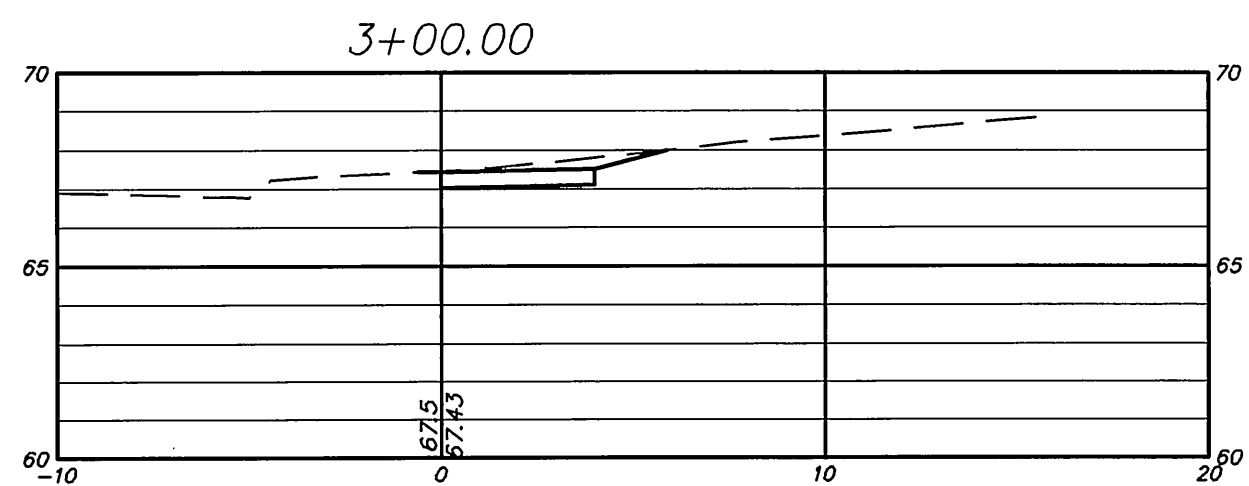
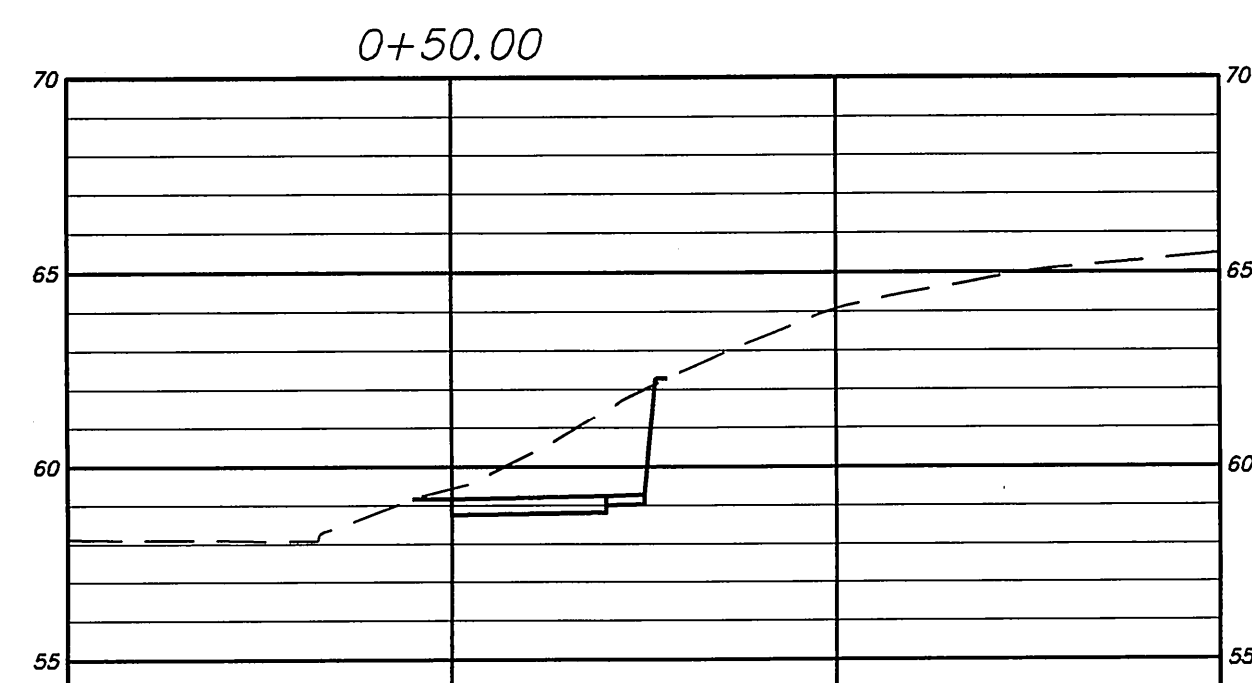
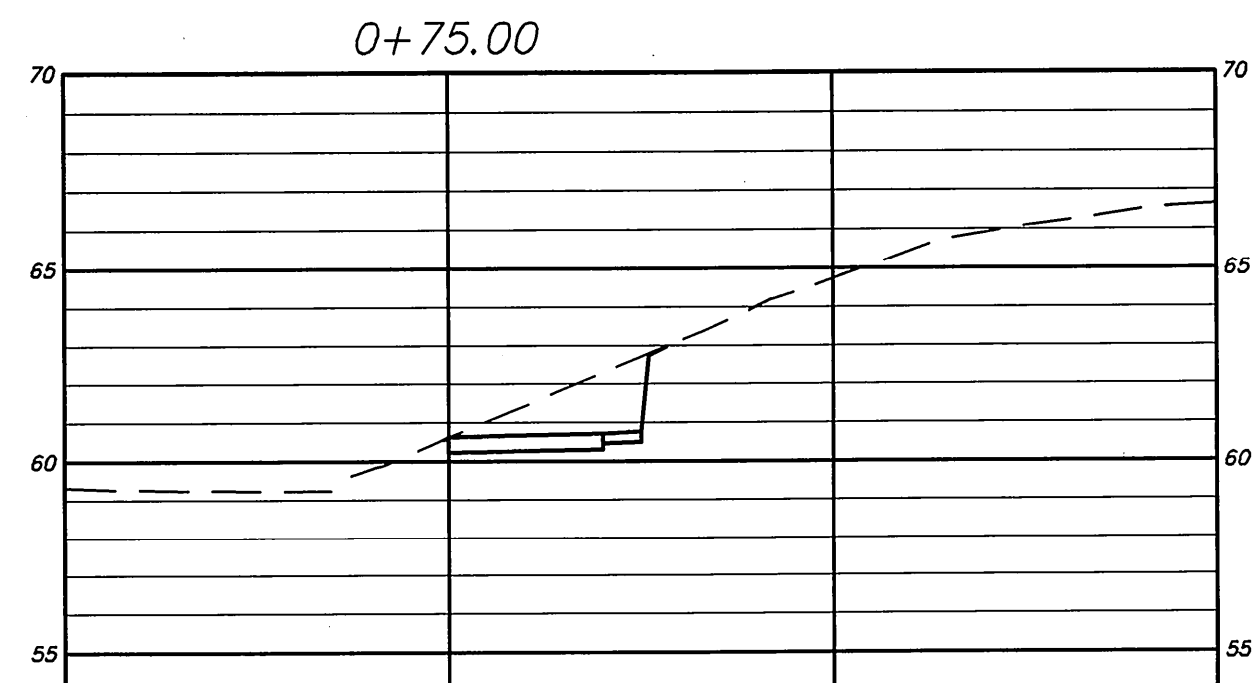
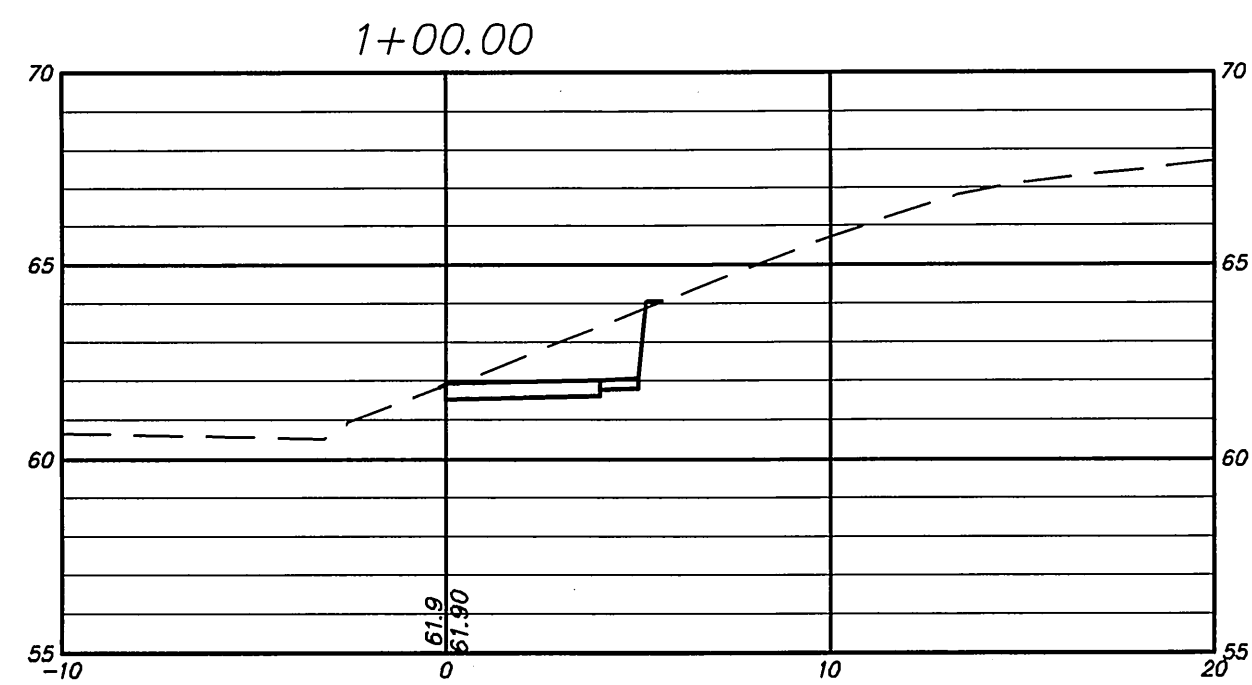
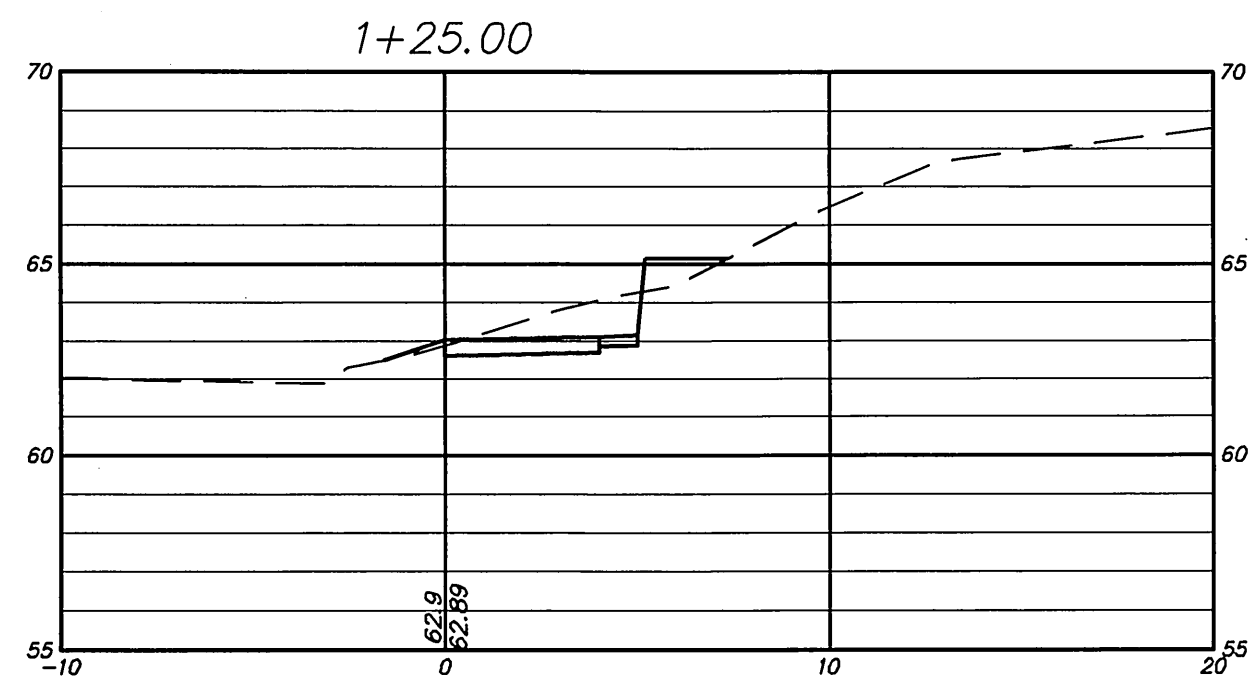
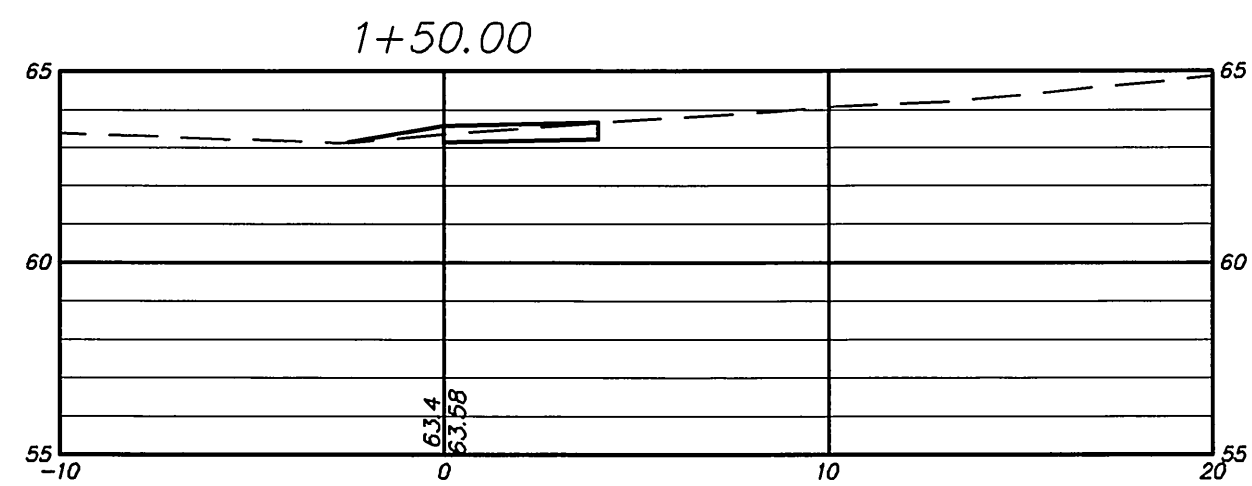


DRAWING ISSUE STATUS		
NO.	DESCRIPTION	DATE
1.	ISSUED FOR CONSTRUCTION	9-24-2009

SCALE: AS SHOWN	DATE:
DRAWN BY: S.Troy	7-21-2009
CHECKED BY: S.M.B.	9-9-2009
APPROVED BY: D.A.P.	9-9-2009
ST. FILE:	
<small>MANUAL REVISIONS TO THIS DOCUMENT ARE PROHIBITED. ALL REVISIONS MUST BE PERFORMED ON CAD FILE SHOWN IN THE LEFT MARGIN. IF THERE ARE ANY DISCREPANCIES OR QUESTIONS, CONTACT THE TOWN OF GLASTONBURY ENGINEERING OFFICE AT (860) 652-7125.</small>	

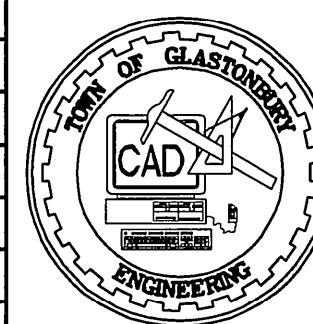


**PLAN DEPICTING
PROPOSED SIDEWALKS
for
WILLIEB STREET
GLASTONBURY, CONNECTICUT**

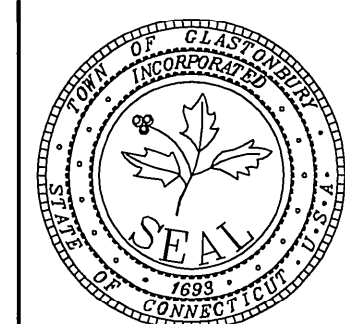
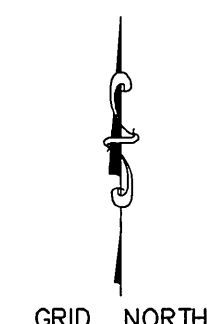


SCALE
HORIZONTAL: 1"=5'
VERTICAL: 1"=5'

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 ENGINEERING OFFICE AT (860) 833-3735.



**PROPOSED CROSS SECTIONS
for
WILLIEB STREET
GLASTONBURY, CONNECTICUT**

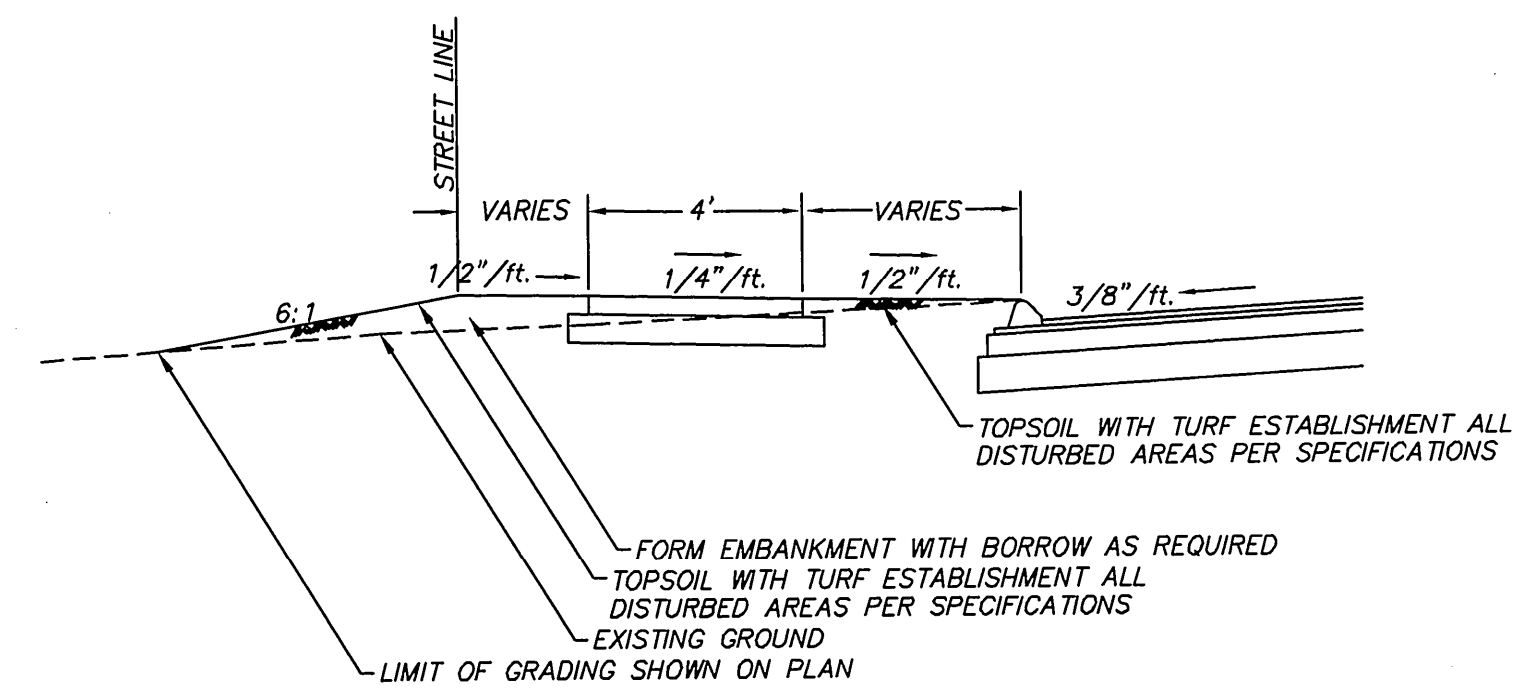
SEDIMENTATION AND EROSION CONTROL REQUIREMENTS

THESE GUIDELINES SHALL APPLY TO ALL WORK CONSISTING OF ANY AND ALL TEMPORARY AND/OR PERMANENT MEASURES TO CONTROL WATER POLLUTION AND SOIL EROSION AS MAY BE REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.

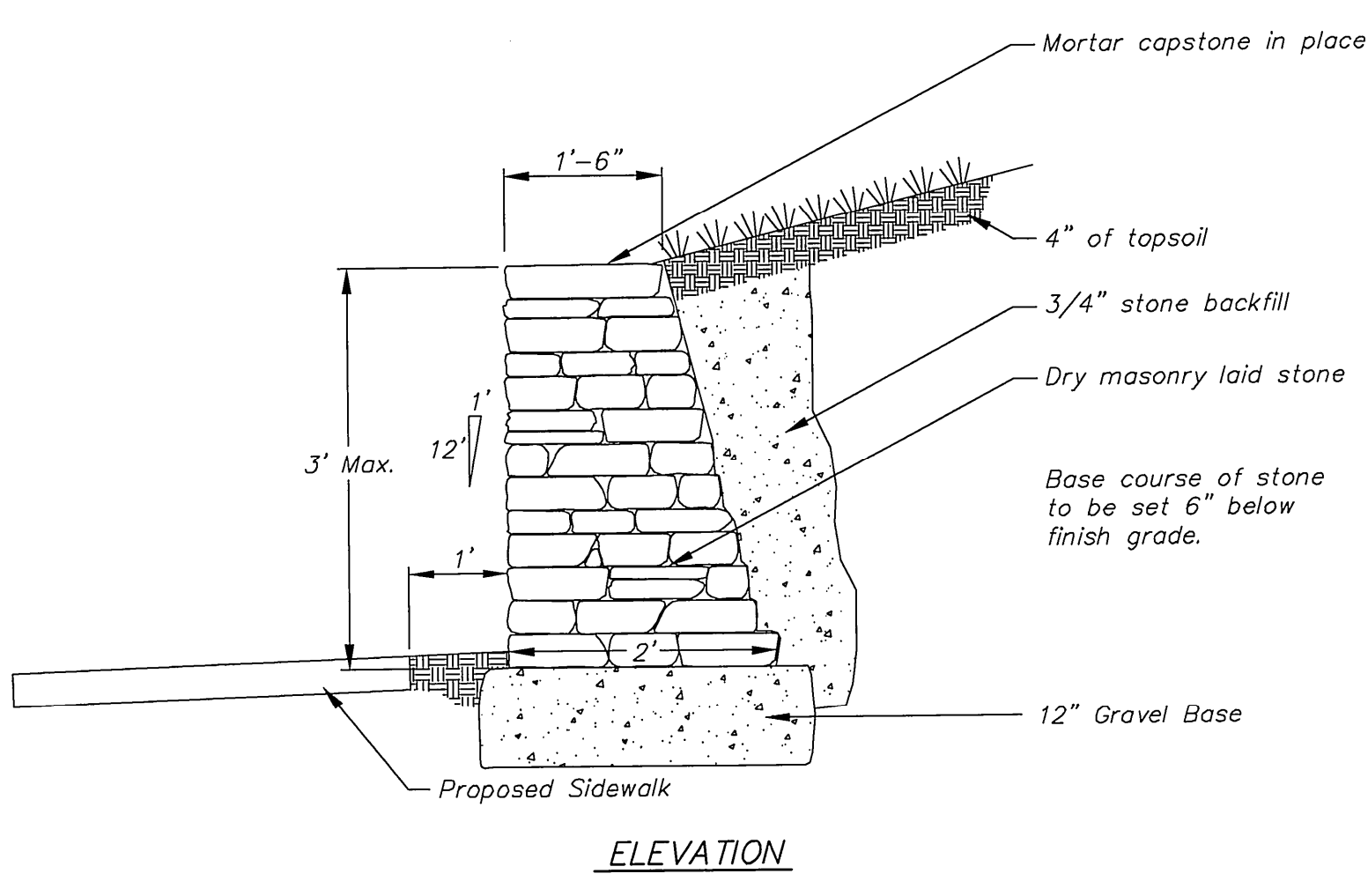
IN GENERAL, ALL ACTIVITIES SHALL PROCEED IN SUCH A MANNER SO AS NOT TO POLLUTE ANY WETLANDS, WATERCOURSE, WATERBODY, AND CONDUIT CARRYING WATER, ETC. THE DEPARTMENT OF PHYSICAL SERVICES SHALL LIMIT, INsofar AS POSSIBLE, THE SURFACE AREA OF EARTH MATERIALS EXPOSED BY CONSTRUCTION METHODS, AND IMMEDIATELY PROVIDE PERMANENT AND TEMPORARY POLLUTION CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT WETLANDS, WATERCOURSES AND WATERBODIES, AND TO PREVENT, INsofar AS POSSIBLE, EROSION ON THE SITE.

CONSTRUCTION METHODS, IN GENERAL, SHALL BE IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THE "GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL" (2002) BY THE STATE OF CONNECTICUT COUNCIL ON SOIL AND WATER CONSERVATION.

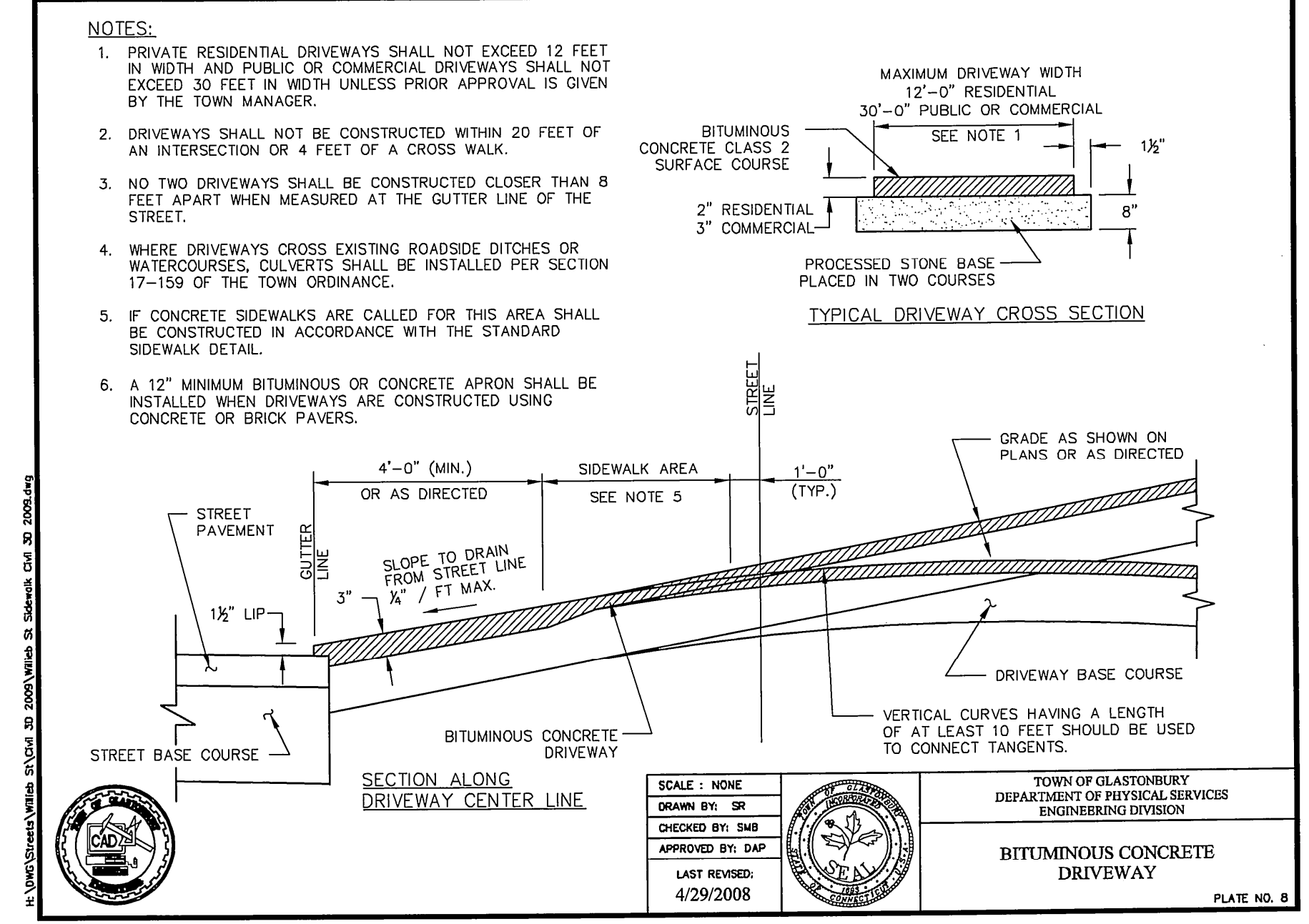
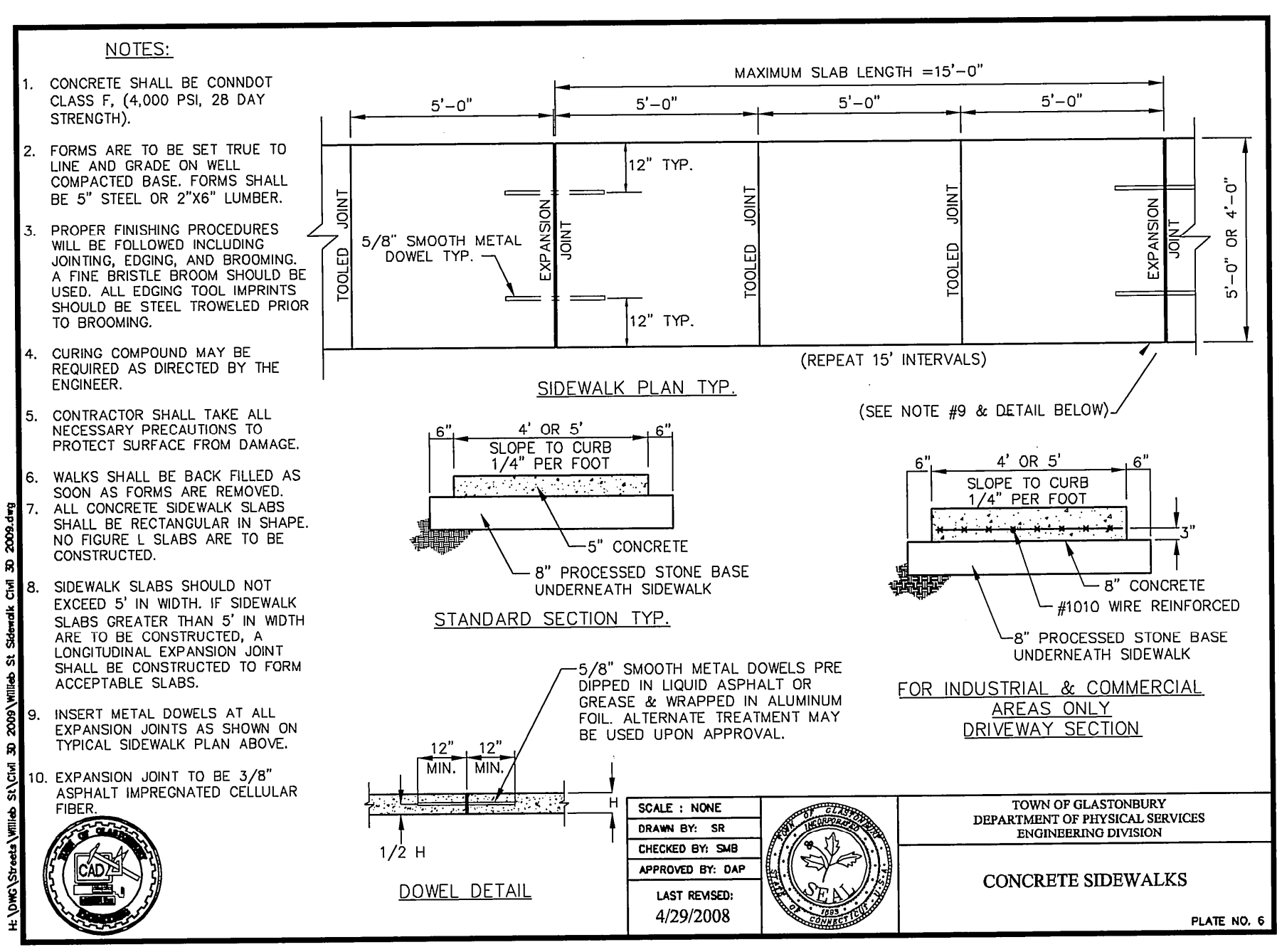
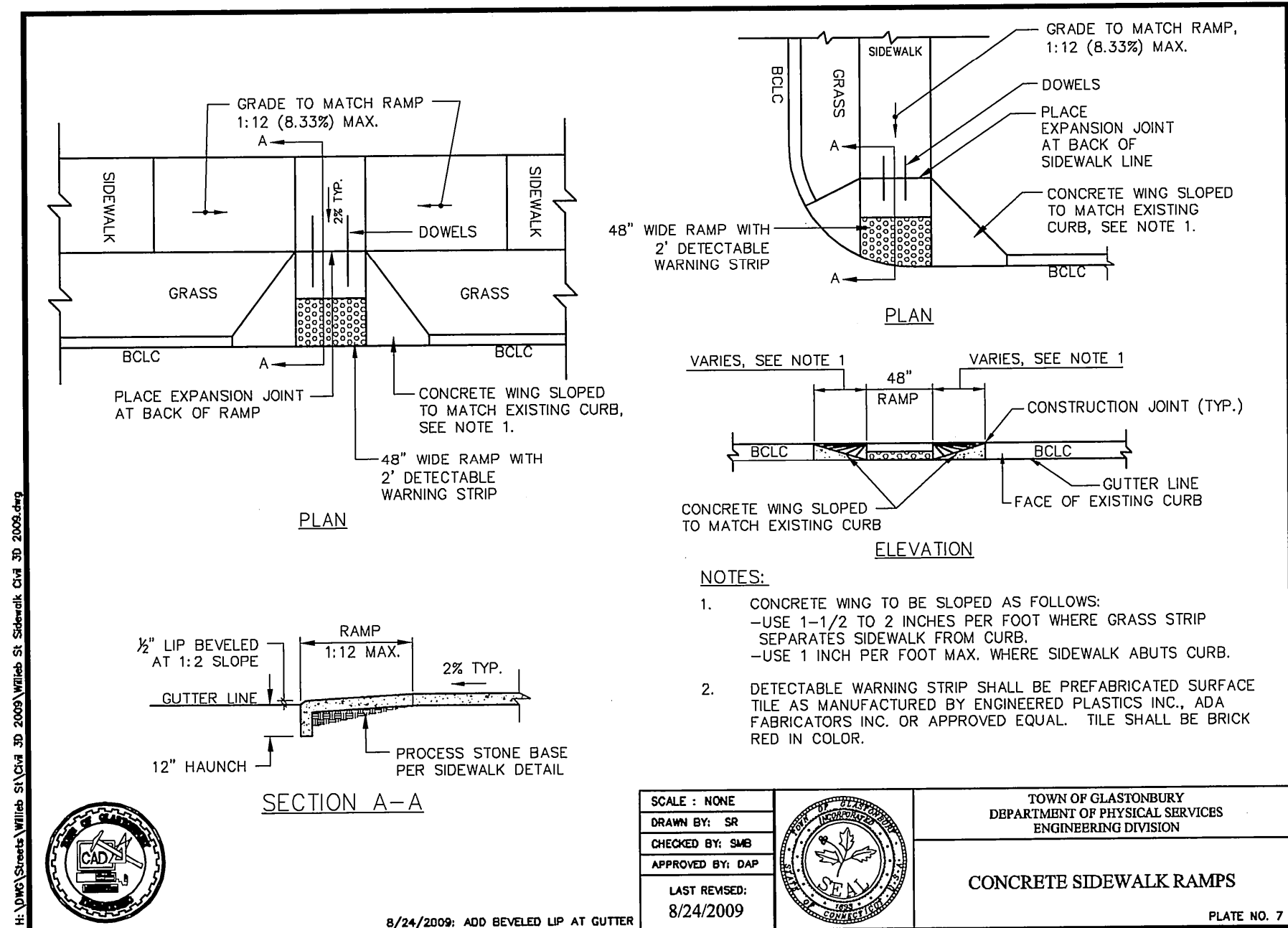
1. ALL CONTROL MEASURES SHALL BE INSTALLED AS NOTED ABOVE AND AS SHOWN ON THE PLANS.
2. ALL CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO COMMENCEMENT OF ANY WORK, INCLUDING PRE-CONSTRUCTION CLEARING AND GRUBBING.
3. ALL CONTROL MEASURES SHALL BE MAINTAINED AND UPGRADED AS REQUIRED TO ACHIEVE PROPER SEDIMENT CONTROL THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL DISTURBED AREAS HAVE BEEN THOROUGHLY STABILIZED.
4. NO CONTROL MEASURES SHALL BE REMOVED WITHOUT APPROVAL FROM THE ENGINEER.
5. ADDITIONAL CONTROL MEASURES SHALL BE INSTALLED DURING THE CONSTRUCTION PERIOD IF DEEMED NECESSARY BY THE ENGINEER.
6. THE LIMITS OF CLEARING, GRADING AND DISTURBANCE, AS SHOWN ON THE PLAN(S), SHALL BE KEPT TO A MINIMUM WITHIN THE APPROVED AREA OF CONSTRUCTION. ALL AREAS OUTSIDE THE LIMITS OF CLEARING SHALL REMAIN TOTALLY UNDISTURBED.
7. ANY CONTROL MEASURES RETAINING SEDIMENT OVER 1/2 THEIR HEIGHT SHALL HAVE THE SEDIMENT IMMEDIATELY REMOVED, AND ALL DAMAGED CONTROL MEASURES SHALL BE REMOVED AND REPLACED.
8. ALL NEW AND EXISTING CATCH BASINS LOCATED WITHIN THE PROJECT LIMITS SHALL BE PROTECTED WITH A SEDIMENTATION CONTROL SYSTEM IN GRASSED AREAS OR WITH A SEDIMENTATION CONTROL SACK IN PAVED AREAS UNTIL ALL DISTURBED AREAS HAVE BEEN THOROUGHLY STABILIZED.
9. SEDIMENT REMOVED FROM CONTROL MEASURES AND DRAINAGE FACILITIES SHALL BE DISPOSED OF IN A MANNER THAT IS CONSISTENT WITH STATE AND LOCAL REGULATIONS.
10. THE PLANTING SEASONS FOR THE SPECIFIED SEED MIXTURE SHALL BE AS DEFINED IN THE 2002 CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL, UNLESS DIRECTED OTHERWISE BY THE TOWN ENVIRONMENTAL PLANNER. OUTSIDE OF THESE SPECIFIED DATES, AREAS WILL BE STABILIZED WITH HAYBALE CHECK DAMS, FILTER FABRIC, OR WOODCHIP MULCH AS REQUIRED TO CONTROL EROSION.



TYPICAL CROSS SECTION (NOT TO SCALE)



CONSTRUCTION OF STONE WALL

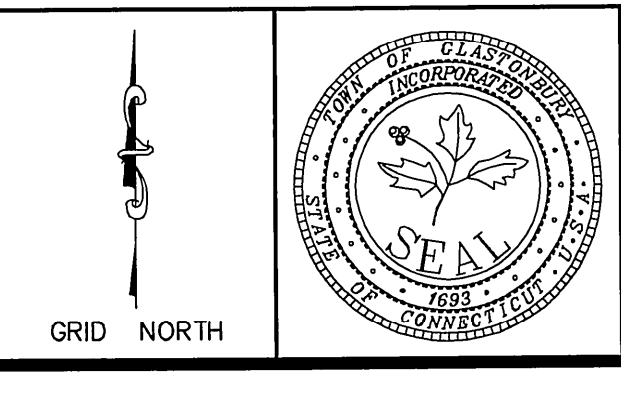


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PROPOSED CROSS SECTIONS for WILLIEB STREET GLASTONBURY, CONNECTICUT