TOWN OF GLASTONBURY ENGINEERING DIVISION

CONTRACT DOCUMENTS

FOR

J.B. WILLIAMS PARK <u>TIMBER POST AND RAIL INSTALLATION</u> <u>789 NEIPSIC ROAD</u> <u>GL-2022-32</u>

<u>PW-1505</u>



ADVERTISED ON: AUGUST 1, 2022

BID DUE DATE: AUGUST 19, 2022

TOWN OF GLASTONBURY

INVITATION TO BID

DATE & TIME REQUIRED

BID # ITEM

GL-2022-32 J.B. Williams Park Timber Post and Rail Installation AUGUST 19, 2022 at 11:00 A.M.

The Town of Glastonbury will receive on-line bids for furnishing and installing Timber Posts, Timber Post/Guiderail and Timber Post Chain Gates associated with a Town constructed parking lot rehabilitation project located at J.B. Williams Park- 789 Neipsic Road in Glastonbury.

Bidders wishing to submit a bid proposal for this solicitation are directed to respond online through a secure e-Procurement portal. Responses can be submitted at the following link: <u>https://app.negometrix.com/buyer/2832</u>, under the bid title "*GL-2022-32 – J.B. Williams Park – Timber Post and Rail Installation*". All bids will be publicly opened and read aloud. No late bids will be accepted.

This Invitation to Bid, Instructions to Bidders, Drawings, Specifications and other Bidding Documents (as defined in the Instruction to Bidders) are available for viewing and downloading on the Town of Glastonbury website <u>www.glastonburyct.gov</u> or the State's website at <u>www.das.state.ct.us</u> at no cost.

The Town of Glastonbury is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to bid.

The Town reserves the right to amend or withdraw this Invitation to Bid for any reason, to accept or reject any or all Bids, to waive any informalities or non-material deficiencies in any Bid, and to make such award (or make no award) of a contract in connection with this Invitation to Bid all as determined by the Town, in its discretion, to be in the best interest of the Town. A Bid may be rejected for irregularities of any kind, including without limitation, alteration of form, additions not called for, conditional proposals, and incomplete Bids. A Bid may also be rejected if, in the opinion of the Town, the Bid does not meet the standard of quality established by the Bidding Documents. Any or all Bids may be rejected if there is any reason to believe that collusion exists among two or more Bidders. The foregoing provisions are for illustrative purposes and shall in no way limit the right of the Town to reject any and all Bids, in whole or in part.

Mary F. Visone Purchasing Agent

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ATTACHMENT A: CONSTRUCTION PLANS

 Bidders submitting a response for this solicitation are directed to respond online through a secure e-Procurement portal. Bids can be submitted at the following link: <u>https://app.negometrix.com/buyer/2832</u> under the bid title "*GL-2022-32 – J.B. Williams Park – Timber Post and Rail Installation*". Bidders will be required to create a profile before submitting their bid. Step-by-step instructions on how to register as a vendor are available at this website:

https://help.negometrix.com/en/support/solutions/articles/9000177626-register-on-negometrix4

Bidders will be required to upload their bid response in <u>one consolidated pdf document</u> in the following file located in the bid portal:

- Bid Response & Related Documents
- 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 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 of the lowest qualified, responsible, and responsive bidder unless otherwise specified. The bid total cost shall be arrived at by the mathematical calculation of the unit price multiplied times the number of units specified for each line item, and the total sum of all line items in the bid. In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the unit prices contained in the bid proposal.
- 4. Bids will be carefully evaluated as to conformance with stated specifications.
- 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 <u>at the job site</u> which would affect their work <u>before submitting a bid</u>. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid <u>without extra cost</u> 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. THIS ITEM WAIVED: Each electronic bid submission must be accompanied by a COPY of the bid bond payable to the Town for ten percent (10%) of the total amount of the bid. Original bid bonds from all respondents must be mailed to the attention of the Purchasing Agent immediately (within 24 hours) following the virtual bid opening at the following address: Town of Glastonbury, PO Box 6523, Glastonbury, CT 06033-6523, Attn: Mary F. Visone, Purchasing Agent. 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.

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION INFORMATION FOR BIDDERS

- 11. **THIS ITEM WAIVED:** A 100% Performance and a 100% 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 Connecticut Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the Bidder. <u>An Affirmative Action Statement will be required by the successful Bidder</u>.
- 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 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid/proposal response page (BP-1). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Acknowledgement Form can be accessed at the Town of Glastonbury website at <u>www.glastonburyct.gov</u>. Upon entering the website scroll down to click on Bids & Proposals Icon which will bring you to the links for the Code of Ethics and the Acknowledgement Form.
- 16. **Non-Resident Contractors:** (if applicable)

Upon award the Town is required to report names of nonresident (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. A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 - Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).

- 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. <u>Each bid shall also include a description of three similar (3) projects completed by the bidder with</u> <u>references</u> to demonstrate successful experience with similar projects. Please provide project name, contact information and contract value.
- 20. Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities: If this bid is for the construction, repair or maintenance of Town owned and/or maintained roads or real property within the Town related to either (a) the purchase or acquisition of materials by the Town to be used to construct, repair or maintain any Town owned and/or maintained road or real property within the Town or (b) the performance of services for the Town to construct, repair or maintained road or real property within the Town owned and/or maintained road or explored the following signed statement to the Town in its bid response, which shall be a certification under penalty of perjury by the Bidder:

"The undersigned Bidder, ______, hereby submits a bid for materials, equipment and/or services for the Town of Glastonbury. The bid is for bid documents titled "GL-2022-32 – J.B. Williams Park – Timber Post and Rail Installation".

The undersigned Bidder hereby agrees and acknowledges that this requirement shall be a term of the purchase order or contract, if it awarded the purchase order or contract by the Town, and any breach of this provision shall be a breach of the purchase order or contract."

21. Any technical questions regarding this bid shall be made in writing (email acceptable) and directed to Stephen Braun, Assistant Town Engineer, 2155 Main Street, PO Box 6523, Glastonbury, CT 06033; <u>stephen.braun@glastonbury-ct.gov</u>. Telephone (860) 652-7743 between the hours of 8:00 a.m. – 4:30 p.m. For administrative questions concerning this bid/proposal, please contact Mary F. Visone, Purchasing Agent, by email to the Purchasing Department at <u>purchasing@glastonbury-ct.gov</u>. All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at <u>www.glastonbury-ct.gov</u> (Upon entering the website scroll down to click on Bids & Proposals Icon, then scroll down page to see the active bid table. You must click the <u>Bid Title</u> to view all bid details and document links). The request must be received at least five (5) business days prior to the advertised response deadline. It is the respondent's responsibility to check the website for addenda prior to submission of any bid/proposal.

IMPORTANT:

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

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, 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. Such barriers including temporary construction fence as directed by the Engineer, shall not be measured for payment, but rather included in the general cost of the work. Temporary signage shall be measured for payment under the Construction Signs pay item.
- 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 Re-inspection 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 re-inspection 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 Contractor.

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.

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION SPECIAL CONDITIONS

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.

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.

- 01.02 The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 (Form 818) 2020 latest edition including supplements thereto dated January 2022, are the governing specifications and are to be considered part of the Contract Documents. The Form 818 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 818, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.
- 01.03 Work associated under this contract is a portion of a larger parking lot rehabilitation project being performed by Town forces and other sub-contractors. Contractor is required to coordinate performance of this contract work to be completed upon final grading in a timely manner.
- 01.04 Electrical conduits for parking lot illumination will be installed a minimum of 3 feet away from proposed timber post alignment to facilitate post installation. Timber post installation in close proximity of the light pole bases may require hand excavation methods due to the close proximity of electrical conduits in these areas.
- 01.05 Prior to installation of the Timber Posts and Timber Post/Guiderail, Contractor shall coordinate a minimum of 48hrs in advance to facilitate mark-out of the installed electrical conduit within the project limits.
- 01.06 Limitations on work hours are described in Special Conditions Section 17.00 and in the Special Provisions. The Contractor shall understand and strictly comply with these limitations.

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 Bidder 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 Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and their employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. <u>These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance</u>. Insurance shall be written with insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:
 - a. <u>Worker's Compensation Insurance</u>:
 - Statutory Coverage
 - Employer's Liability
 - \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 each employee
 - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents
 - b. <u>Commercial General Liability</u>:

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION SPECIAL CONDITIONS

- 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 in favor of the Town of Glastonbury and their employees and agents
- c. <u>Automobile Insurance</u>:
 - Including all owned, hired, borrowed, and non-owned vehicle
 - Limit of Liability for Bodily Injury and Property Damage Per Accident: \$1,000,000
 - A Waiver of Subrogation shall be provided in favor of the Town of Glastonbury and their employees and agents
- d. <u>Umbrella of Excess Liability</u>:
 - State in the Remarks Section that coverage is follow form.
 - Limit of Liability Each Occurrence \$1,000,000 Aggregate \$1,000,000
- e. <u>Owner's and Contractor's Protective Liability Insurance:</u>

With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the Town of Glastonbury, insurance which shall provide coverage of at least \$1,000,000 for each accident or occurrence resulting in damages from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide an aggregate coverage of at least \$2,000,000 for all pertinent damages arising during the policy period

- 04.02 The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town **60 days** in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage. The Bidder shall provide the Town copies of any such insurance 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) to the extent 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.

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. Prior to any disposal, the Contractor is required to register all vehicles being utilized for disposal and obtain a permit for each vehicle from the Sanitation Department. Waste disposal guidelines for the Bulky Waste facility are published on the Town web site at the addresses shown below. Each bidder shall have reviewed and understand these guidelines prior to submitting a bid for the project.

Bulky Waste Facility | Glastonbury, CT (glastonburyct.gov)

WASTE DISPOSAL GUIDELINES (glastonburyct.gov)

Refuse Disposal Permits | Glastonbury, CT (glastonburyct.gov)

Holiday Schedule: <u>www.glastonburyct.gov.docx (live.com)</u>

Acceptable materials generally include such materials as brush, stumps, demolition materials, and excess excavated earth materials. Unacceptable materials generally include such items as carpet, appliances, upholstered furniture; hazardous wastes such as pesticides, oil based paints and thinners; or other wastes as designated by the State Department of Energy and Environmental Protection. Demolition material cannot contain asbestos or other hazardous materials.

The Contractor shall 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 with respect to defects, settlements, etc. for a minimum period of one-year following the date of final acceptance of the project by the Town.

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION SPECIAL CONDITIONS

10.00 PROTECTION OF EXISTING UTILITIES

- 10.01 Prior to opening an excavation, effort shall be made to determine whether underground installations, (i.e., sewer, water, fuel, electric lines, etc.) will be encountered and, if so, where such underground installations are located. 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 When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.
- 10.03 There will be no extra payment for submitting plans or details or for any work related to supporting and protecting all existing utilities during construction.

11.00 TIME FOR COMPLETION/NOTICE TO PROCEED

11.01 The work under this Contract shall commence on or around **October 1, 2022** or on the date ordered by the Engineer in the Notice to Proceed. All contract work shall be complete within 60 days of issuance of the Notice to Proceed.

Within five (5) business 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 Notice to Proceed and Purchase Order for the Project prior to initiating any work.

11.02 When the Contract time is stated on a calendar-day basis, that time shall be the number of consecutive calendar days contained in the Contract period, excluding the time period from each December 1 through the following March 31 (the "winter shutdown period"). The time will be computed as herein provided on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days from April 1 through November 30 of each included year. Time will not be charged for days in the winter shutdown period. If the Engineer so approves, the Contractor may work on certain tasks of the Project during the winter shutdown period with no charge being made against the Contract time. If work during winter shut down is approved by the Town, approval may be granted with the condition that work under the items Trafficperson (Municipal Police Officer) or Trafficperson (Uniformed Flagger) will not be measured for payment, at the discretion of the Town.

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 \$500.00 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.

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION SPECIAL CONDITIONS

13.00 SCHEDULE OF DRAWINGS

13.01 The Contractor is hereby alerted that the following plan sets entitled "Proposed Parking Lot for J.B. Williams Park Neipsic Road Glastonbury, Connecticut", including Two (2) sheets prepared by the Town of Glastonbury Engineering Division and "J.B. Williams Park Site Electrical Improvements Neipsic Road Glastonbury, Connecticut", including Two (2) sheets prepared by Bemis Associates, L.L.C. Consulting Engineers 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 re-staking 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 traffic signal equipment, 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 delivered to the Town Highway Garage located at 2380 New London Turnpike. 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 ADVANCE NOTICE: 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 sevenday notice has been satisfied.
- 17.02 Work hour limitations are described in the Special Provision for Section 1.08 Prosecution and Progress. Work on weekends or during time periods other than those described will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

18.00 EXTRA WORK AND RETAINAGE

- 18.01 Extra and cost plus work shall be governed by Article 1.04.05 and Article 1.09.04 of the Form 818.
- 18.02 Article 1.09.06, Part A, Item 1 of the Form 818 is hereby modified as follows: Retainage shall be withheld in the amount of five (5) percent. Release of retainage shall be made upon final acceptance of the project by the Town.

19.00 SUBMITTALS AND MATERIALS TESTING

19.01 Contractor shall provide shop drawings, materials certificates, material samples, and other submittals for material testing in conformance with these specifications. A list of required submittals is located in Section 1.06- Control of Materials of these specifications.

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION BID PROPOSAL

TOWN OF GLASTONBURY						
BID / PROPOSAL	GI	L # 2022-32				
DATE ADVERTISED	AUGUST 1, 202	22 DATE / TIME DUE	AUGUST 19, 2022			
			at 11:00 A.M.			
NAME OF PROJECT	J.B. WILLIAMS	J.B. WILLIAMS PARK- TIMBER POST AND RAIL INSTALLATION				

IT IS THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDA POSTED PRIOR TO BID OPENING.

THE BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDA. AS REQUIRED:

Addendum #1 _____ (initial/date) Addendum #2 _____ (initial/date) Addendum #3 _____ (initial/date)

OTHER ITEMS REQUIRED WITH SUBMISSION OF BID PROPOSAL:

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- <u>N/A</u> 1.**THIS ITEM WAIVED**. Included a copy of the Bid Bond as per Section 10 of the Information for Bidders. Original Bond to be mailed as specified herein.
- 2. Included Disclosure of Past and Pending Mediation, Arbitration, and Litigation cases against the Bidder or its Principals as per Section 17 of the Information for Bidders.
- _____3. Included Qualifications Statement as per Section 19 of the Information for Bidders.
- 4. Provided certification for Compliance with Town Ordinance Prohibiting Natural Gas Waste & Oil Waste From Natural Gas Extraction Activities or Oil Extraction Activities as per Section 20 of the Information for Bidders
- 5. Checked Town web site for Addenda and acknowledged Addenda on page BP-1.
- _____ 6. Acknowledged Code of Ethics on page BP-2.
- 7. Prepared ONE consolidated pdf file for on-line bid submission.

BIDDER NAME:

J.B. WILLIAMS PARK TIMBER POST AND RAIL INSTALLATION BID PROPOSAL

BIDDER NAME:

		ITEM <u>NO.</u>		EM ESCRIPTION	<u>UNIT</u>	<u>QTY</u>		UNIT <u>PRICE</u>	EXT
	1	0906006	A	10" X 10" Timber Post	EA		68		
	2	0906007	A	10" x 10" Timber Post/Guiderail	LF		96		
	3	0906008	A	Timber Post Chain Gate	EA		2		
TOTAL BID AMOUNT:						\$_		(Numeric)	

WRITTEN TOTAL BID AMOUNT:

Note:

In the event that the Town finds computational errors in a respondent's bid proposal, the bid total cost shall be recalculated by the Town based on the **unit prices** contained in the bid proposal

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.

NON-COLLUSION AFFIDAVIT:

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.

Respectfully submitted:

Type or Print Name of Individual

Signature of Individual

City, State, Zip Code

Street Address

Doing Business as (Trade Name)

Telephone Number/Fax Number

Title

Date

E-Mail Address

SS# or TIN#

(Seal – If bid is by a Corporation) Attest

SPECIAL PROVISIONS

INDEX TO SPECIAL PROVISIONS

This index has been prepared for the convenience of those using this contract with the sole express purpose of locating quickly the information contained herein; and no claims shall arise due to omissions, additions, deletions, etc., as this index shall not be considered part of the contract.

SECTION DESCRIPTION	PAGE
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NOTICE TO CONTRACTOR – UTILITY COMPANIES	2
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NOTICE TO CONTRACTOR - PROTECTION AND COORDINATION OF EXISTING UTILITIES

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the plans and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 8-1-1 or 1-800-922-4455 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control.

Representatives of the various utility companies shall be provided access to the work, by the Contractor.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Town. The Contractor shall allow the Engineer complete access to the work.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing private and public utility, as a result of the Contractors operations, shall be repaired to the utility's and Engineer's satisfaction at no cost to the Town or the Utilities, including ail materials, labor, etc., required to complete the repairs.

The Contractor's attention is directed to the requirements of Section 1.07.13 - "Contractor's Responsibilities for Adjacent Property and Services".

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., water, sanitary, gas, electric ducts, communication ducts, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above.

The Contractor shall coordinate all utility relocations with the respective utility company. The Contractor shall notify Connecticut Natural Gas two weeks in advance of the required gas valve box adjustments as shown on the plans.

NOTICE TO CONTRACTOR – UTILITY COMPANIES

It is understood that any references in the contract documents to Northeast Utilities, CL&P and/or Yankee Gas are meant to refer to Eversource.

It is understood that any references in the contract documents to AT&T is meant to refer to Frontier Communications.

NOTICE TO CONTRACTOR – GENERAL PROJECT REQUIREMENTS

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.

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.

The Contractor is hereby alerted to the fact that the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 818 (Form 818) 2020 latest edition including supplements thereto dated January 2022, are the governing specifications and Are to be considered part of the Contract Documents. The Form 818 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 818, the matter shall immediately be submitted to the Engineer. The Engineer shall have sole authority in resolving any discrepancies.

The Town of Glastonbury reserves the right to increase or decrease the scope of work included in this bid as described in Special Conditions Section 14 based on the availability of Town crews to perform portions of this work and as required for the Town to meet schedule obligations and available funding. The additional contract time needed to support any increase in Scope of Work will be negotiated with the Contractor.

Work associated under this contract is a portion of a larger parking lot rehabilitation project being performed by Town forces and other sub-contractors.

Timber posts, timber post/guiderail and timber post chain gate shall be installed only after final grading has been completed and installation of the timber posts, timber post/guiderail and timber post chain gate has been authorized to proceed by the Engineer. Coordination with the town project manager for scheduling this contract work will be essential.

Electrical conduits for parking lot illumination will be installed a minimum of 3 feet away from proposed timber post alignment to facilitate post installation. Timber post installation in close proximity of the light pole bases may require hand excavation methods due to the close proximity of electrical conduits in these areas.

Prior to installation of the Timber Posts, Timber Post/Guiderail and Timber Post Chain Gate, Contractor shall coordinate a minimum of 48hrs in advance to facilitate mark-out of the installed electrical conduit within the project limits.

Limitations on work hours are described in Special Conditions Section 17.00 and in the Special Provisions. The Contractor shall understand and strictly comply with these limitations.

SECTION 1.04 SCOPE OF WORK

Article 1.04.01 – Intent of Contract is supplemented as follows:

The work under this contract consists of furnishing and installing Timber Posts, Timber Post/Guiderail and Timber Post Chain Gate, located at J.B. Williams Park as a portion of a larger parking lot rehabilitation project being performed by Town forces and other sub-contractors in the locations more precisely shown on the construction plans included in these contract documents.

The work under this contract is a portion of a town administered parking lot rehabilitation project being performed by Town forces and other sub-contractors. Timber posts, timber post/guiderail and timber post chain gate shall be installed only after final grading has been completed and installation of the timber posts and timber post/guiderail has been authorized to proceed by the Engineer. Coordination with the town project manager for scheduling this contract work will be essential.

SECTION 1.05 CONTROL OF WORK

Article 1.05.05 – Cooperation by Contractor

Add the following:

Agents of various public service agencies, municipal and State Departments, and private site contractors may be entering on the work site to remove existing utilities, to construct or place new facilities or to make alterations to existing facilities.

The Contractor shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due to, or result from, said work of these agents.

Article 1.05.06 – Cooperation with Utilities

Add the following:

Written notice shall be given by the Contractor to all public service corporations or municipal and State Officials owning or having charge of publicly or privately-owned utilities 30 days in advance of the commencement of operations that will affect the utilities. The Contractor shall, at the same time, file a copy of such notice with the Engineer.

The utility company representatives listed in Section 1.07 shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities.

The Contractor shall make his/her own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as a result of construction operations. The Contractor shall notify "Call Before You Dig" at 1-800-922-4455, 72 hours prior to disturbing ground in any way.

SECTION 1.06 CONTROL OF MATERIALS

Article 1.06.01 - Source of Supply and Quality:

Add the following:

For the following items the contractor shall submit a complete description of the item, working drawings, catalog cuts and other descriptive literature which completely illustrates such items presented for formal approval. Such approval shall not change the requirements for a certified test report and materials certificate as may be called for. All shop drawings shall be submitted at one time, unless otherwise approved by the Engineer.

- 1. 10" X 10" Pressure Treated Timber Post
- 2. 5" X 8" Pressure Treated Timber Guiderail
- 3. 1/2" Galvanized Carriage Bolts
- 4. Galvanized Mounting Hardware (Nuts, Washers, Hooks, etc)
- 5. Concrete
- 6. Chain
- 7. Reflective Marker

Article 1.07.07 – Safety and Public Convenience

Add the following:

The Contractor shall provide the necessary access for emergency vehicles through the work zones to abutting properties at all times.

Sweeping and cleaning of surfaces beyond the limits of construction required for dust control or to clean up material caused by spillage or vehicular tracking during various phases of the work shall be considered as incidental to the work being performed under the Contract and there will be no additional compensation.

The Contractor shall notify all public safety agencies at least 48 hours prior to beginning any construction operation which will provide less than a 12 foot travel lane along any project roadway.

Article 1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services

Supplemented as follows:

The Contractor, in constructing or installing facilities alongside or near sewers, drains, water or gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults, or other structures shall sustain them securely in place. The Contractor shall coordinate with the officers and agents of the various utility companies and municipal departments to assure that the services of these structures are maintained. The Contractor shall also be responsible for the repair or replacement, at no additional cost to the Town, of any damage to such structures caused by construction operations. The Contractor is responsible to leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Contractor shall promptly notify the utility owner and shall, if requested by the Engineer, furnish labor and equipment to work temporarily under the utility owner's direction. Pipes or other structures damaged by the operation of the Contractor may be repaired by the utility owner which suffers the loss. The cost of such repairs shall be borne by the Contractor, without compensation from the Town.

If during construction there is an existing utility and/or structure found to be in conflict with the proposed work under this Contract, the Contractor shall protect and maintain the services to the utilities and structures and shall notify the Engineer of the conflict. The Engineer will, as soon as possible, identify the utilities to be relocated or other such activities deemed suitable for resolution.

If live service connections are to be interrupted by excavations of any kind, the Contractor shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all of the work involved in protecting or repairing property as specified in this Section shall be included in the price paid for the various Contract items of work, and no additional compensation will be allowed.

Prior to opening an excavation, effort shall be made to determine whether underground installations, (i.e. sewer, water, fuel, electric lines, etc.) will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it's uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation.

UTILITY COMPANIES WITHIN THE PROJECT AREA

The following company and representative shall be contacted by the Contractor to coordinate the protection of their utilities on this project 30 days prior to the start of any work on this project involving their utilities:

Connecticut Natural Gas Corporation, Engineering Department Mr. Jonathan Gould, Gas Engineer 76 Meadow Street, 2nd Floor East Hartford, CT 06108 (860) 727-3044 jgould@ctgcorp.com

Frontier Communications Ms. Lynne DeLucia, Manager – Engineering & Construction 1441 North Colony Road Meriden, CT 06450-4101 Phone: 203-238-5000 Mobile: 860-967-4389 Lynne.m.delucia@ftr.com

Eversource Energy - Electric Distribution Mr. Thomas Woronik Supervisor - Construction Engineering 22 East High Street East Hampton, CT 06424 Phone: (860) 267-3891 thomas.woronik@eversource.com

Metropolitan District Commission-(MDC) Water Distribution Mr. Richard Norris Utility Coordinator/Project Manager 555 Main Street P.O. Box 800 Hartford, CT. 06142 Phone: (860) 278-7850 Extension 3450 morris@themdc.com Algonquin Gas Transmission Company dba Enbridge Mr. Kenneth Ruel, Area Supervisor 252 Shunpike Road Cromwell, CT 06416 Phone: (860) 894-1600 EXT: 1608 kenneth.ruel@enbridge.com

CoxCom, Inc. Ms. Denise Mazzoli, Project Planner 170 Utopia Road Manchester, CT 06042 Phone: (860) 432-5041 denise.mazzoli@cox.com

Lightower Fiber Networks dba Crown Castle Fiber Mr. Eric Clark, Manager Fiber Construction 1781 Highland Avenue, Suite 102 Cheshire, CT 06410 Phone: (203) 649-3904 Mobile: 860-863-8311 Eric.clark@crowncastle.com

Connecticut Natural Gas Corporation Inspections John Bonville 76 Meadow Street, 1st Floor East Hartford, CT 06108 Phone: (860) 982-3815

TOWN OF GLASTONBURY

Engineering Division 2155 Main Street Glastonbury, CT. 06033

Engineering Division 2155 Main Street Glastonbury, CT. 06033

Glastonbury Police Department 2108 Main Street Glastonbury, CT. 06033

Glastonbury Park & Recreation 2143 Main Street Glastonbury, CT. 06033

Glastonbury Tree Warden 2143 Main Street Glastonbury, CT. 06033

Glastonbury Highway Department 2380 New London Turnpike Glastonbury, CT. 06033

Glastonbury Sanitation Department 2149 Main Street Glastonbury, CT. 06033 Daniel A. Pennington, P.E. Director of Physical Services/Town Engineer Phone: (860) 652-7736 Email: <u>Daniel.pennington@glastonbury-ct.gov</u>

Stephen M. Braun, P.E. Assistant Town Engineer Phone: (860) 652-7743 Email: <u>Stephen.braun@glastonbury-ct.gov</u>

Watch Commander Phone: (860) 633-8301

Lisa Zerio Director of Parks & Recreation Phone: (860) 652-7687 Email: <u>lisa.zerio@glastonbury-ct.gov</u>

Gregory Foran Superintendent of Parks and Recreation/Tree Warden Phone: (860) 652-7686 Email: <u>Gregory.foran@glastonbury-ct.gov</u>

Charles Mahan Physical Services Operations Manager Phone: (860) 652-7750 Email: <u>charles.mahan@glastonbury-ct.gov</u>

Michael J. Bisi Superintendent of Sanitation Phone: (860) 652-7774 Email: Mike.Bisi@glastonbury-ct.gov

SECTION 1.08 PROSECUTION AND PROGRESS

Article 1.08.03 – Prosecution of Work

Add the following:

ALLOWABLE HOURS OF OPERATION (WORK PERIOD):

All work within this contract shall be performed Monday through Friday between the hours of 7:00AM and 5:00PM using appropriate shoulder closures or lane closure as deemed necessary for the work by the Engineer.

Work on weekends or during time periods other than those described above will not be permitted. No work will be allowed on designated Town Holidays unless permission is granted by the Town.

SEQUENCE OF CONSTRUCTION OPERATIONS: Work shall be sequenced as follows:

Contractor is required to perform all work related to this contract once final grading has been completed and installation of the timber posts and timber post/guiderail has been authorized to proceed by the Engineer. Coordination with the town project manager for scheduling this contract work will be essential.

Article 1.08.04 - Limitation of Operations - Add the following:

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work which will interfere with the described traffic operations on all project roadways as follows:

On the following State observed Legal Holidays:

New Year's Day Good Friday, Easter* Memorial Day Independence Day Labor Day Thanksgiving Day** Christmas Day

The following restrictions also apply: On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday, and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday, and Monday immediately following any of the above Holidays celebrated on a Friday.

* From 6:00 a.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

ITEM # 906006A10" X 10" TIMBER POSTITEM # 906007A10" X 10" TIMBER POST AND GUIDRAILITEM # 906008ATIMBER POST CHAIN GATE

Description:

The work under this item shall consist of furnishing and installing 10" X 10" Timber Posts to the dimensions and layout as shown on the plans and details or as directed by the Engineer.

The work under this item shall consist of furnishing and installing 10" X 10" Timber Post and Guiderail to the dimensions and layout as shown on the plans and details or as directed by the Engineer.

The work under this item shall consist of furnishing and installing Timber Post Chain Gates to the dimensions and layout as shown on the plans and details or as directed by the Engineer.

Contractor shall submit shop drawings with details of materials, layout, fabrication and attachment for review and approval by the Engineer.

Materials:

All timbers to be utilized shall be pressure treated

WOOD TREATMENT: Shall comply with American Wood Preservers Association (AWPA) standards for category UC4B-Ground Contact (Heavy Duty). The treating plant shall imprint legible symbols in the end of all timber treated, indicating the name of the treating company and the type and year of treatment in accordance with current AWPA standards.

TIMBERS: Shall be Rough Sawn, No. 2 or better Southern Yellow Pine timbers.

Timber posts required for guardrail installation shall be cleanly notched at the location and dimensions depicted on the details or as directed by the Engineer.

10" x 10" Timber posts shall be suitable material for ground contact.

FASTENERS/HARDWARE: Shall be Hot-dipped galvanized in conformance with ASTM A153, Class D. Size: ½" diameter

CHAIN: Shall be 5/16" galvanized polymer-coated proof coil chain. Color: Safety Yellow

REFLECTIVE MARKER: Shall be #19405 reflective marker manufactured by Seton Nameplate, Branford, CT. (800-243-6624) or approved equal. Size: 8" x 24". Fabricate with mounting holes in upper corners. Provide with galvanized S-hooks.

PADLOCKS: Shall be supplied by the Owner.

CONCRETE: Shall conform to ConnDOT Form 818, Section M.03, Article M.03.02, Table M.03.02-1, Class PCC3360- 3,300 PSI.

Construction Methods:

Do not begin installation before completion of final grading.

Guiderail shall not deviate more than $\frac{1}{2}$ " in alignment to grade in each section.

Contractor is required to coordinate the work related to these items with all subcontractors and/or Town Entities to ensure timely installation.

In areas where no existing underground utilities are present, post holes shall be drilled into firm undisturbed or thoroughly compacted soil. The bottoms of dug holes shall be thoroughly rammed so that the posts have a stable foundation. Backfill for all dug holes shall be approved material and is to be machine-tamped in 4-inch layers in such a way as not to shift the posts from the correct alignment.

Timber posts utilized for the chain gate shall be set in concrete as specified in the contract drawing details and specifications.

Align each post both vertically and laterally. Secure in position during backfilling operations. Posts shall be set at a constant vertical alignment above finished grade. Posts shall be set at a constant distance from edges of pavements as depicted on the details or as directed by the Engineer.

Exposed top edges of all timbers shall be chamfered 1" and lightly sanded to produce eased edges.

Timber posts required for guardrail installation shall be cleanly notched producing a tightly fit joint at the location and dimensions depicted on the details or as directed by the Engineer.

Guiderail timber butt joints shall terminate at the center of each post.

Guiderail timber shall be attached with four $(4) - 1/2^{\circ} \times 12^{\circ}$ galvanized carriage bolts with nuts and washers As depicted on the details or as directed by the Engineer. Predrill holes, and install carriage bolts with double washers. Draw nut tight, cut excess bolt length, and weld or peen threads to prevent removal of the nut.

Install timber post chain gate hook bolts and chain gates as specified in the contract drawing details and specifications. Turn over padlock keys to the Owner.

Electrical conduits for parking lot illumination will be installed a minimum of 3 feet away from proposed timber post alignment to facilitate post installation. Timber post installation in close proximity of the light pole bases may require hand excavation methods due to the close proximity of electrical conduits in these areas.

Prior to installation of the Timber Posts, Timber Post/Guiderail and Timber Post Chain Gate, Contractor shall coordinate a minimum of 48hrs in advance to facilitate mark-out of the installed electrical conduit within the project limits.

Clean up during installation and upon completion of work. Remove from site all waste and excess materials, debris, tools, and equipment.

Method of Measurement:

The work will be measured for payment by the accepted number of each "10" x 10" TIMBER POST", completed and accepted.

Excavation, Excavation by hand, backfilling will not be measured for payment, but its cost shall be included in the bid price for each "10" x 10" TIMBER POST".

The work will be measured for payment by the accepted number of linear feet "10" x 10" TIMBER POST AND GUIDERAIL", completed and accepted. Timber Posts and Timber Guiderail will be measure together as one item.

Excavation, Excavation by hand, backfilling, and restoration of disturbed areas will not be measured for payment, but its cost shall be included in the bid price for each "10" x 10" TIMBER POST AND GUIDERAIL".

The work will be measured for payment by the accepted number of each "TIMBER POST CHAIN GATE", completed and accepted.

Excavation, Excavation by hand, backfilling, and restoration of disturbed areas will not be measured for payment, but its cost shall be included in the bid price for each "TIMBER POST CHAIN GATE".

Basis of Payment:

The work under the item will be paid for at the contact unit price per each "10" X 10" TIMBER POST" as listed in the bid proposal, completed in place and accepted by the Engineer. Said unit price shall include all excavation, hand excavation, backfill, compaction, disposal of excess material, restoration of disturbed areas, all materials, equipment, tools, labor, and work incidental thereto.

The work under this item will be paid for at the contact unit price per linear foot "10" X 10" TIMBER POST AND GUIDERAIL" as listed in the bid proposal, completed in place and accepted by the Engineer. Said unit price shall include furnishing and installing timber posts, furnishing and installing timber guiderail, all excavation, hand excavation, backfill, compaction, disposal of excess material, timber post notching, guiderail mounting, furnishing and installing all galvanized mounting hardware, restoration of disturbed areas, all materials, equipment, tools, labor, and work incidental thereto.

The work under this item will be paid for at the contact unit price per each "TIMBER POST CHAIN GATE" as listed in the bid proposal, completed in place and accepted by the Engineer. Said unit price shall include furnishing and installing timber posts, furnishing and installing chain gate and reflective marker, all excavation, hand excavation, backfill, compaction, disposal of excess material, furnishing and installing all galvanized mounting hardware, restoration of disturbed areas, all materials, equipment, tools, labor, and work incidental thereto.

<u>Item No.</u> 906006A 906007A 906008A

Description 10" X 10" TIMBER POST 10" X 10" TIMBER POST AND GUIDERAIL TIMBER POST CHAIN GATE <u>Unit</u> EA. L.F. EA.

ATTACHMENT A: CONSTRUCTION PLANS

- <u>PROJECT SEQUENCE:</u> 1. INSTALL PERIMETER SEDIMENT CONTROLS INCLUDING SEDIMENTATION CONTROL FENCE AND STONE CHECK DAMS.
- INSTALL PROPOSED DRAINAGE IMPROVEMENTS INCLUDING DRY WELLS,
- CULVERTS, FLARED ENDS, AND RIPRAP SCOUR HOLE. INSTALL ELECTRICAL CONDUITS AND FOUNDATIONS FOR PROPOSED
- PROPOSED PARKING LOT LIGHTS. INSTALL STONE INFILTRATION TRENCH AND ROUGH GRADE PERIMETER
- SWALES WHERE SHOWN ON PLANS. INSTALL PERMANENT STONE CHECK
- REMOVE TOPSOIL FROM AREAS OF PARKING LOT TO BE EXPANDED AND INSTALL GRAVEL BASE.
- ROUGHEN EXISTNG GRAVEL SURFACE AND INSTALL ADDITIONAL GRAVEL AS REQUIRED TO MATCH PROPOSED GRADING PLAN SHOWN. FINE GRADE PARKING LOT AND INSTALL PROCESSED STONE BASE SURFACE.
- PAVE DRIVEWAY APRON ENTRANCE. INSTALL TIMBER POSTS, TIMBER GUIDERAIL, CHAIN GATES, AND PROPOSED
- SIGNAGE. LANDSCAPING IMPROVEMENTS WILL BE COMPLETED IN THE FUTURE AS PART OF THE TOWN'S LEGACY PROGRAM.

<u>PROJECT SPECIFIC SEDIMENTATION AND EROSION CONTROL PLAN</u> CONSTRUCTION ACTIVITIES OF CONCERN RELATIVE TO THE PROTECTION OF ADJACENT WETLANDS AND WATERCOURSES FROM SEDIMENTATION ARE AS FOLLOWS:

DEWATERING: OPEN TRENCH EXCAVATIONS WILL NEED TO BE DEWATERED AS NECESSARY FOR PROPER INSTALLATION OF THE PROPOSED PIPES. IN THESE AREAS, ALL WATER REMOVED FROM THE TRENCH SHALL BE ADEQUATELY TREATED PRIOR TO DISCHARGE USING MEASURES DESCRIBED IN SECTION 5-13 OF THE 2002 CT GUIDELINES FOR EROSION AND SEDIMENT CONTROL. THIS MAY INCLUDE A STONE SUMP AND STANDPIPE FOR PUMP INTAKE PROTECTION, AND A DIRT BAG OR PUMPING SETTLING BASIN FOR TREATMENT OF THE PUMPED WATER PRIOR TO DISCHARGE.

2. STOCKPILING: EXCAVATED MATERIAL SHALL NOT BE STOCKPILED ADJACENT TO STORM DRAIN INLETS. WETLANDS. OR WATERCOURSES. WHEN IT IS NECESSARY BASED ON THE PROPOSED METHODS OF CONSTRUCTION TO STAGE EXCAVATED MATERIAL FOR SHORT DURATIONS IN THE VICINITY OF STORM DRAIN INLETS. THESE INLETS SHALL BE PROPERLY PROTECTED AS DESCRIBED ON THE PLANS. LONGER DURATION STOCKPILING OF MATERIAL, WHEN NECESSARY, SHALL BE ONLY IN LOCATIONS APPROVED IN ADVANCE BY THE ENGINEER, AND SUCH STOCKPILES SHALL BE RINGED WITH A SEDIMENTATION CONTROL SYSTEM.

3. DISTURBED AREAS: LIMITS OF DISTURBANCE SHALL BE IN STRICT ACCORDANCE WITH THE APPROVED PLAN. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED WITH THE FINAL SURFACE TREATMENT AS SOON AS POSSIBLE AFTER CONSTRUCTION ACTIVITIES ARE COMPLETED. DISTURBED AREAS WITH STEEP OR LONG SLOPES AND OTHER AREAS WITH SIGNIFICANT POTENTIAL FOR CAUSING SEDIMENTATION SHALL BE PROTECTED WITH TEMPORARY STRAW MULCH, WOOD CHIPS, EROSION CONTROL MATTING, OR OTHER SUITABLE MATERIALS PRIOR TO SIGNIFICANT FORECASTED RAIN STORM EVENTS TO REDUCE EROSION POTENTIAL.

4. DRAINAGE WAYS: CONSTRUCTION OF DITCHES, CHANNELS, THAT ACTIVELY CONVEY FLOW SHALL BE PERFORMED SUCH THAT THE PORTION OF DRAINAGE WAY DISTURBED DURING A GIVEN DAY IS COMPLETED WITH THE PERMANENT LINING BY DAYS END, OR OTHERWISE AS NECESSARY TO PROVIDE FOR TEMPORARY BYPASS OF STORMWATER AND ENSURE THAT DOWNSTREAM WETLAND AREAS ARE PROTECTED FROM SEDIMENTATION AND EROSION OF THE CHANNEL.

5. TRAVEL AREAS: A STONE CONSTRUCTION ENTRANCE SHALL BE INSTALLED AS SHOWN ON THE PLANS AS REQUIRED TO PREVENT SOIL FROM BEING TRACKED OUT OF THE CONSTRUCTION SITE AND INTO THE ROAD. THIS CONSTRUCTION ENTRANCE SHALL BE MAINTAINED UNTIL ALL DISTURBED AREAS OF THE PROJECT HAVE BEEN RESTORED.

6. SEVERE WEATHER CONTINGENCY PLAN: IN ADVANCE OF A SEVERE WEATHER EVENT, ALL EROSION CONTROLS DESCRIBED ABOVE AND ELSEWHERE ON THE PLANS SHALL BE INSPECTED AND ADJUSTED AS NECESSARY.

Post ___

Filter___ Fabric

Bottom of Drainageway

PLAN VIEW

Angle 10°

upslope for

stability and

self cleaning.

<u>RESPONSIBLE PARTIES:</u> THE DEPARTMENT OF PHYSICAL SERVICES SHALL PROVIDE A REPRESENTATIVE WHO IS RESPONSIBLE FOR IMPLEMENTING THE EROSION AND SEDIMENTATION CONTROL PLAN. THIS INCLUDES THE INSTALLATION AND MAINTENANCE OF ALL CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN.

1. Set post and

excavate a 6"x6"

trench, set post

· 12" Min.

Depth

Source: U.S. Department of Agriculture, Soil Conservation Service, Storrs, Connecticut

SEDIMENTATION CONTROL

FILTER FABRIC FENCE SYSTEM

3. Attach filter fabric

to wire fencing

the trench

and extend it to

down slope.

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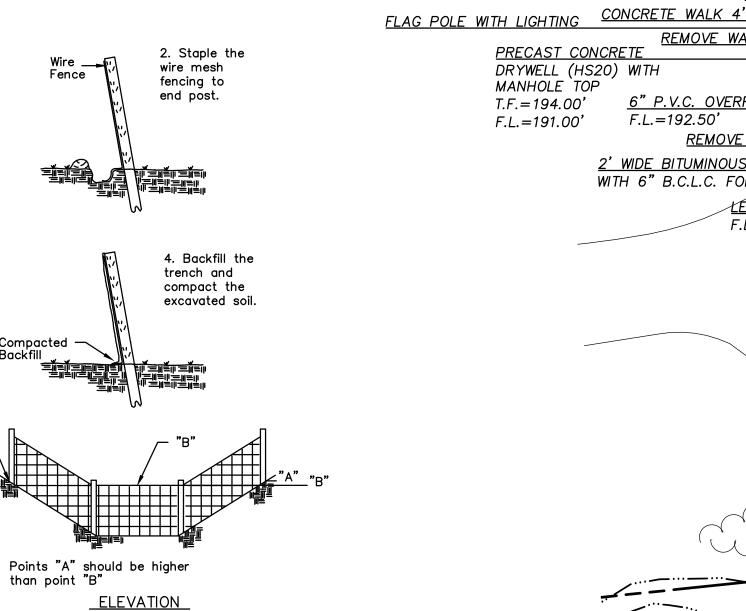
GENERAL SEDIMENTATION AND EROSION CONTROL REQUIREMENTS:

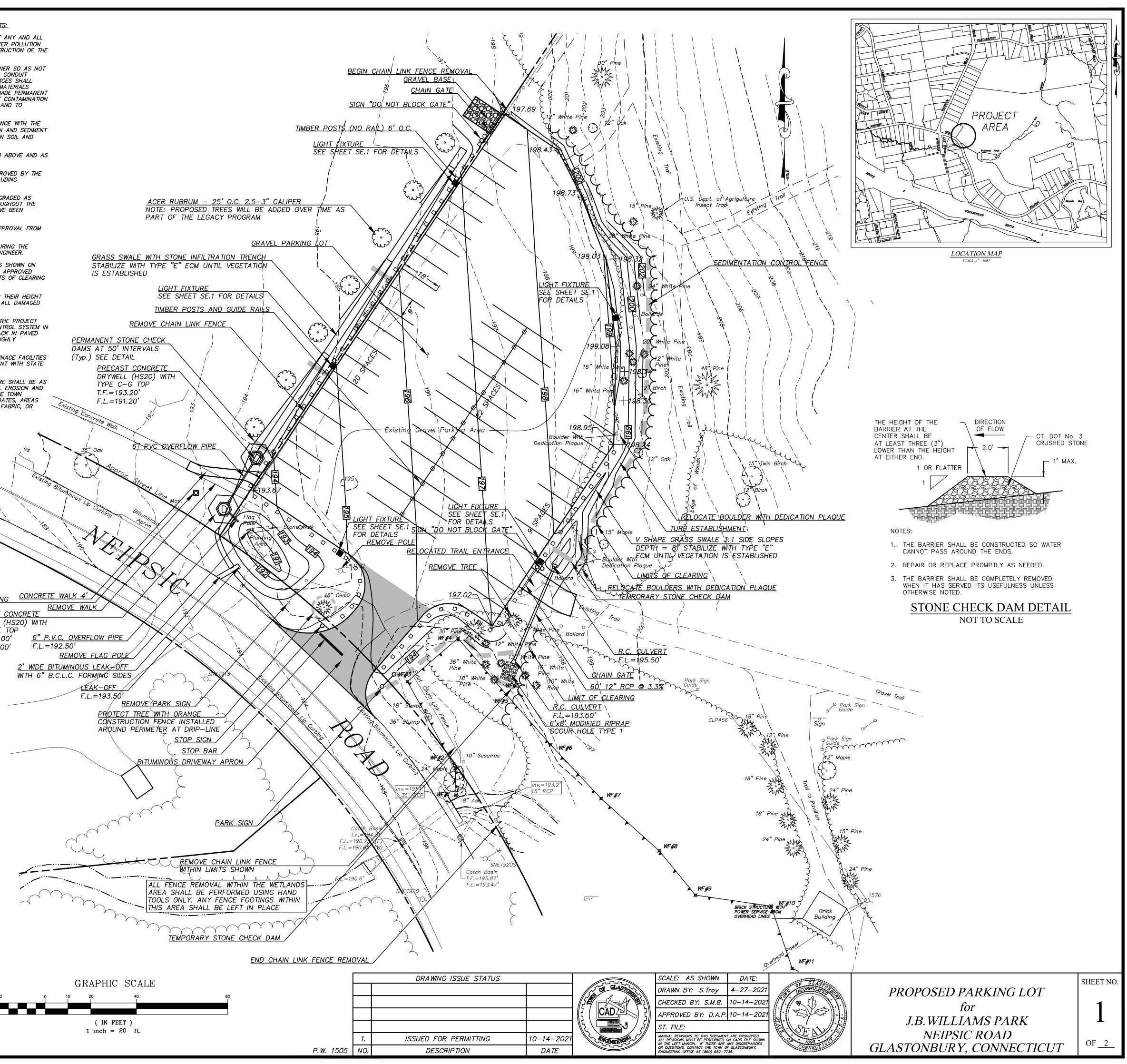
THESE GUIDELINES SHALL APPLY TO ALL WORK CONSISTING OF ANY AND ALL TEMPORARY AND/OR PERMANENT MEASURES TO CONTROL WATER POLLUTION AND SOIL EROSION AS MAY BE REQUIRED, DURING THE CONSTRUCTION OF THE PROJECT.

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.

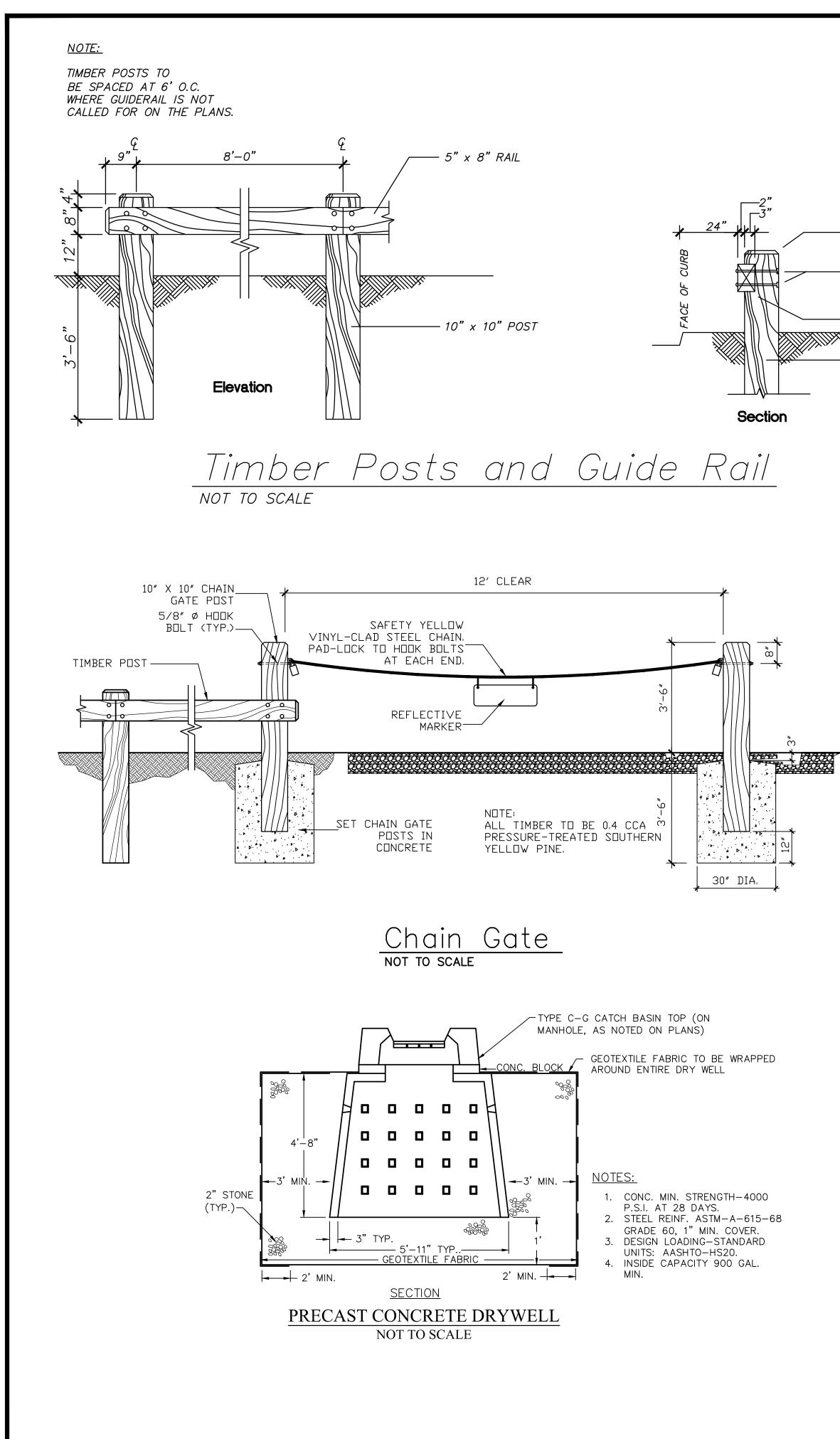
- ALL CONTROL MEASURES SHALL BE INSTALLED AS NOTED ABOVE AND AS SHOWN ON THE PLANS.
- ALL CONTROL MEASURES SHALL BE INSPECTED AND APPROVED BY THE 2. ENGINEER PRIOR TO COMMENCEMENT OF ANY WORK, INCLUDING PRE-CONSTRUCTION CLEARING AND GRUBBING.
- ALL CONTROL MEASURES SHALL BE MAINTAINED AND UPGRADED AS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





Certified to be substantially correct

DANIEL A. PENNINGTON P.E. Reg. No. 20101



Certified to be substantially correct

DANIEL A. PENNINGTON P.E. Reg. No. 20101

