Glastonbury Riverfront Park Phase Two Improvements Project No. GL-2013-22 Glastonbury, CT.

# ADDENDUM NO. 002 April 26, 2013

#### I. GENERAL INFORMATION:

- 1. Sign-in Sheet from the Pre-Bid Meeting 04/24/13 @ 1:00 PM
  - a. Attached to this Addendum No. 002 is a copy of the Sign-in Sheet from the Pre-Bid Meeting dated 04/24/13 @ 1:00 PM.

#### II. REVISIONS TO SPECIFICATIONS:

- 2. Specification Section 001100 Invitation to Bid
  - a. REMINDER: The Plans and Specification can be viewed and downloaded from the following link Smartbidnet.com:

https://new.smartbidnet.com/External/PublicPlanRoom.aspx?Id=80328&i=1

- b. REMINDER: The following documents must be included with your Bid, or your proposal will be deemed non-responsive:
  - 1. Form of Proposal (Section 004100)
  - 2. Bid Security (Bid Bond or Certified Check)
  - 3. For all Bid Packages with bids equal to or greater than \$500,000.00 submit CTDAS Update Statement
  - 4. Town of Glastonbury Code of Ethics Acknowledgement Form (Section 006200)
  - 5. Non-Collusion Bidding Affidavit (Section 006200)

# THE BID DUE DATE FOR ALL BID PACKAGES IS MAY 14, 2013 @ 11:00 AM

- 3. Specification Section 002400 Bid Packages
  - a. Delete Bid Package 101 Site Special Instruction #48 and replace with the following:

The Site Contractor is responsible for furnishing and installing the depth of topsoil called for in the contract documents. If additional topsoil material is required, the Town of Glastonbury will provide. Site Contractor will be responsible for loading, trucking, amending, stockpile and placement of topsoil materials provided by Town of Glastonbury at his own cost. Topsoil materials are to be picked up from the Town of Glastonbury Garage (approx. 4.3 miles) located at:

2380 New London Turnpike Glastonbury, CT

Any and all equipment and trucks needed to load this topsoil material at the Town Garage and truck it to the project site will be the responsibility of the Site Contractor.

# 4. Specification Section 013500 – Special Project Requirements

Add <u>General Safety and Health Procedural Regulations</u> to Specification Section 013500

 Special Project Requirements. General Safety and Health Procedural Regulations is attached to and made a part of this Addendum No. 002 dated 04/25/13. References made to subcontractor in the General Safety and Health Procedural Regulations document shall relate to prime contractor and his subcontractors.

# 5. <u>Specification Section 003113 – Project Schedule</u>

a. Specification Section 003113 – Project Schedule specific to item 3C delete milestone dates shown and revise as follows:

Bid Package	Activity Description	Start Date	Finish Date
No.			
101	Rough Sitework and Underground Utilities	05/20/13	12/31/13
101	Waterfront Construction	07/01/13	12/31/13
101	Finish Sitework, Landscaping, Hardscapes and Paving	03/14/14	08/15/14
102	Building Construction	06/26/13	03/26/14

# III. ATTACHMENTS TO ADDENDUM

Description	<u>Pages</u>
Pre-Bid Meeting Sign-In Sheet dated 4/24/13	2
Section 013500 – Special Project Requirements (General Safety and Health	
Procedural Regulations)	3

END OF ADDENDUM NO. 002







Landscape Architects and Urban Designers

# **GLASTONBURY RIVERFRONT PARK**

# PRE-BID MEETING SIGN-IN SHEET 04/24/13 @ 1:00 PM

COMPANY / TRADE	CONTACT NAME	SIGNATURE	PHONE	EMAIL
Hubert E Butler Construction	Kevin Lehet	Ki Wh	866-342-388°	Kewin Lehet @ h Butler Construct . Com
Blaceslee Applic chapmen	Carl Appaia	A fus	203 483 2946	esarpaia @bac-me.
ARBORIO CORP	BOB MCDIARMID	Mille	860-529	ENGR QARBORIOCORP,
A. Secondino a Son	Gary Brodonick (	Brule	203 481-3496	g brodenick@asecondimonts
N.J. MOUNTFORD COM		I hito	E60 291-9448	LDESAUTECS ENJMOUNHOLDED
LIBERTY LANDSCAPED		RL-	883-5337	liberty498 <cox.net< td=""></cox.net<>
BERE CONST	MICK McBracks	The Zeo	XS479935	bedomickesbedobil.net
Beebc	Glen Burnham	Jan Jush /		beebegknoskylobil.ve7
KBE	Aicholas Wall	May	861-460-6029	NW41 1@12 be building Copp
Newfield		Myls Cong	3025	myles convay@ Newfield construction, cons
ARBORLO	Some Courses		860- 529-7714	ENGROARBORIOCOEV.
Sueriero Coust	Ed Hellaur	E. Heller	203 888 5069	Ed HQ querrera constructions

COMPANY / TRADE	CONTACT NAME	SIGNATURE	PHONE	EMAIL
C.J. Fucil Enc. Sitevach	Nich Mauro	anz	203-469- 7487	NMAUROP CHALLE,
MOHAWK	BILL CHARLETON	WChunlefor	10/4	JUL QUIDHAOK NORTHER
midstatesite	Rob Matesek	Jimkorn	860-242 1283	rmatejek@msoct.com
midstalesile Des Terry contracty	Matt Terry	lin	631-727	Matthrwaterrycant
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#### GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

Each contractor/employer is responsible for the safety and health of its employees and for all other individuals affected by the work. Each contractor/employer is to provide line supervision that is knowledgeable of and capable of monitoring and enforcing continuous Safe Work Practices and ensuring continuous Regulatory Compliance.

#### **Contractor / Employer Responsibilities:**

No declaration, act or omission by O&G, Industries, Inc., or its representatives will be deemed to exempt, either wholly or in part, expressly or by implication, any Contractor/Employer or the Contractor/Employer's place of employment, from full compliance with the terms of any environmental, health or safety regulation(s) as stated by the Federal Government, the state government, the county or local city or other jurisdictions applicable to the Contractor/Employer's work. The Contractor/Employer is responsible for the action(s) and/or inaction(s) of its employees, lower tier contractor/employers, vendors, suppliers or guest(s). The contractor/employer is responsible for the safety of its employees and other individuals that may be associated with or exposed to the its work and to assure the continuous utilization of safe work habits and for continuous regulatory compliance.

O&G Industries Inc. is dedicated to providing a safe and injury free environment. O&G Industries Inc. expects Subcontractor management, supervision and workers to hold environmental health and safety as a top priority. O&G Industries Inc.'s health and safety requirements are contained in this **Special Project Requirements Document** and in O&G Industries Inc.'s Safety & Health Program for the project, which is hereby incorporated by reference into the Subcontract. Subcontractor understands its responsibility to maintain a safe and healthy working environment and Subcontractor and its Sub-subcontractors shall abide by the requirements contained in the Safety and Health Program. Subcontractors understand and agree that O&G may, at its discretion, amend, alter, add to or otherwise change the Safety & Health Program, and that Subcontractor is required to abide by any such changes. In addition, Subcontractor and its Sub-subcontractors shall, at no additional cost to O&G Industries Inc., comply with the following requirements:

## **Regulatory Compliance:**

Subcontractor agrees that the prevention of accidents to workers, visitors, or the public present at or in the vicinity of the project is its responsibility. Subcontractor agrees to comply with all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued thereunder, and with safety and health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

#### **Subcontractor Safety Representative:**

Prior to mobilization, Subcontractor shall designate in writing to O&G Industries Inc. a competent person that shall serve as the Subcontractor's project safety representative. This individual will be responsible and have the authority to ensure the Subcontractor's implementation, compliance with and enforcement of the O&G Safety and Health Program. Qualifications for the Subcontractor's project safety representative are provided in the O&G Safety and Health Program. O&G Industries Inc. reserves the right to require Subcontractor to replace its project safety representative if O&G Industries Inc. in its discretion determines the individual is not qualified, is ineffective or is not fulfilling all applicable safety and health responsibilities.

#### **Subcontractor Injuries and Incidents:**

Subcontractor shall notify O&G Industries Inc. of any incident or injury involving an employee of Subcontractor or one of its Sub-subcontractors, visitor, or member of the public on the day of the injury or incident. Subcontractor shall complete the Incident Notification and Investigation form provided in the O&G SAFETY AND HEALTH PROGRAM and submit the completed form to O&G Industries Inc. within twenty-four (24) hours of the incident or injury. Subcontractor agrees that all injuries and incidents will be investigated and corrective action plans developed to ensure similar injuries or incidents do not occur, and that any discovered hazards are immediately abated to the satisfaction of O&G.

### **Minimum Working Apparel:**

Subcontractor agrees that the minimum working apparel includes hardhat, class appropriate high visibility clothing, safety glasses and side shields meeting the current version of ANSI Standard Z87.1, shirt with three inch or longer sleeves, long pants and durable work boots. Refer to the O&G SAFETY AND HEALTH PROGRAM Personal Protection Equipment Section for more specific requirements.

#### GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

#### Safety and Health Orientation, Training and Programs:

Subcontractor agrees that none of its or its Sub-subcontractors' management personnel, supervisory personnel or workers will begin work on the project without receiving a project specific health, safety and environmental orientation provided by or authorized by O&G Industries Inc. Subcontractor shall provide training documentation as required by all Federal, State, County and Municipal laws, ordinances, rules, regulations, codes, standards, orders and requirements concerning safety and health as that are applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970 (OSHA), as amended, and all standards, rules, regulations and orders which have been and shall be adopted or issued there under, and with safety, health and environmental standards established by O&G Industries Inc. and the Owner. The most stringent of the aforementioned laws, ordinances, rules, regulations, codes, standards, orders and requirements shall prevail.

#### **Housekeeping and Orderliness:**

Subcontractor agrees that all equipment, tools, materials and other apparatuses will be stored, stacked, placed, temporarily spotted or setup in such a manner as to maintain safe egress and a clean and orderly workplace. Subcontractor agrees to remove all debris and trash daily. Should O&G Industries Inc. deem the Subcontractor in nonconformance with these requirements, O&G Industries Inc. will direct to Subcontractor to take corrective action immediately. Should the Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of Subcontractor and shall deduct the cost thereof from any payments due or to become due to Subcontractor.

## **Fall Prevention and Protection Policy:**

Subcontractor shall comply with the O&G Industries Inc. Fall Protection Policy, which requires in part that no worker exposed to a fall hazard of six (6) feet or greater will work without 100% fall protection. Subcontractor will take all practical measures to eliminate, prevent and control fall hazards of six (6) feet or more before resorting to a personal fall protection system. When personal fall protection is required, Subcontractor shall provide such proper equipment for this purpose and all necessary instruction and training in the care and use of the equipment, including refresher training. All training shall be documented and made available to O&G Industries Inc. upon request.

### **Disciplinary Action:**

O&G Industries Inc. will issue a written notice to individuals who are observed violating the laws, ordinances, rules, regulations, codes, standards, orders and requirements noted under Regulatory Compliance above or in violation of O&G's Safety and Health Program. O&G project management may utilize a discipline plan involving monetary penalties imposed on the contractor/employer for instances of serious, intentional, or repeated non-compliance with all applicable environmental, health, safety and regulatory rules, regulations, standards or procedures, including housekeeping activities. Instances of non-compliance by a contractor/employer's employees (including inappropriate actions and/or a lack of appropriate actions) may result in verbal warning, documented non-compliance observation notice monetary penalty and/or removal from work site of the offending employee and/or field supervision.

#### Monetary Penalty:

- a. Non-Compliance \$50 to \$150 per occurrence
- b. Serious \$150 to \$500 per occurrence
- c. Potential for life threatening or serious bodily injury or property damage -\$500 to \$1,500

Any Subcontractor or Sub-subcontractor personnel who receive three (3) written violation notices within a one-year period may be removed from the project. O&G's management and supervision may exercise discretion when administering this discipline policy. Any violation viewed as life threatening, serious, flagrant, willful, or intentional may result in immediate suspension, removal from the project, and/or monetary penalties.

#### **Health and Safety Nonconformance:**

When ordered by O&G Industries Inc., Subcontractor shall stop any part of the Work that O&G Industries Inc. in its discretion deems unsafe or unhealthy until corrective measures satisfactory to O&G Industries Inc. have been taken. Subcontractor agrees that it shall not have or make any claim for damages growing out of such stoppages. Should Subcontractor neglect to take such corrective measures, O&G Industries Inc. may do so at the expense of the Subcontractor and deduct the cost thereof from any payments due or to become due to Subcontractor. Subcontractor acknowledges that it is the Subcontractor's responsibility to maintain a safe worksite and that failure on the part of O&G Industries Inc. to stop unsafe or unhealthy practices shall in no way relieve Subcontractor of its responsibility therefore, nor shall Subcontractor utilize any such failure on the part of O&G as a defense against O&G or any other party. Within twenty-four (24) hours of being ordered by O&G Industries Inc. to stop Work, Subcontractor will develop and submit to O&G Industries Inc. a written Corrective Action Plan for any unsafe or unhealthy practice(s) that are the subject of O&G Industries Inc.'s notice.

#### GENERAL SAFETY AND HEALTH PROCEDURAL REGULATIONS

### **Safety Planning:**

Prior to mobilization Subcontractor will provide O&G Industries Inc. with a written "Site Specific" Safety and Health Plan outlining the activities, hazards and controls Subcontractor will employ to mitigate hazards associated with Subcontractor's Work. Subcontractor and its Sub-subcontractors will also prepare Daily Job Hazard Analysis' outlining the activities, hazards and controls associated with the Work and related activities that will be performed that day. Subcontractor and its Sub-subcontractors will review Daily Job Hazard Analysis with their employees at the start of each shift and as required throughout the shift and submit them to O&G Industries Inc. upon request.

#### **Hazard Communication:**

Prior to mobilizing, Subcontractor will provide O&G Industries Inc. with Material Safety Data Sheets (MSDS) for each hazardous material Subcontractor or one of its Sub-subcontractors will bring onto the project site. Subcontractors must also provide O&G Industries Inc. with proof of Hazardous Communication Training for each worker designated to the specific project. Subcontractor recognizes its continuing obligation to provide MSDS to O&G for all products brought onto the site and for appropriate training to address these products.

## **Regulatory Inspections:**

If O&G Industries Inc. is fined by any regulatory inspection by a Federal, State, County or Municipal agency or body as a result of any act or omission of Subcontractor or one of its Sub-subcontractors, O&G Industries Inc. will deduct the amount thereof and associated costs from any payments due or to become due to Subcontractor.

#### **Prohibitive Articles:**

In order that a safe and productive work environment can be provided, Subcontractor and Sub-subcontractors will prohibit the use, possession, control, sale, purchase, transportation, and distribution of the following on O&G Industries Inc. projects:

- Illegal and illicit drugs including but not limited to marijuana, mood and mind altering substances, "look-alike" substances, designer and synthetic drugs, and certain inhalants and over-the-counter drugs
- Prescription drugs not prescribed by a physician
- Drug paraphernalia, equipment, and literature related to illegal drugs and substance use
- Alcohol products and beverages
- Weapons, firearms, ammunition, explosives, and fireworks
- Radios, DVD/CD players, tape/cassette players, and MP3 players
- Any other item or substance restricted by law

#### **Illegal Acts:**

The theft, conversion, misappropriation, unauthorized removal, possession, or use of property or equipment belonging to O&G Industries Inc., Owner, Subcontractor, or other worker including but not limited to, materials, tools documents, and propriety information is prohibited.

#### **Searches:**

Subcontractor and Sub-subcontractors understand that O&G Industries Inc. may conduct reasonable unannounced searches of the work area and personal searches of workers and others on the project, including but not limited to, personal effects, vehicles, lockers, gang boxes, tool boxes, clothing, meal containers, and baggage. Searches will be performed by authorized personnel.