

NOVEMBER 6, 2019
REHABILITATION OF THE APPROACH SPANS FOR ARRIGONI BRIDGE NO. 00524
AND SAINT JOHN'S SQUARE AND MAIN STREET INTERSECTION IMPROVEMENTS
FEDERAL AID PROJECT NOS. 0066(121) & 0009(117)
STATE PROJECT NOS. 0082-0312 & 0082-0320
TOWNS OF MIDDLETOWN AND PORTLAND

ADDENDUM NO. 4

This Addendum addresses the following questions and answers contained on the "CT DOT QUESTIONS AND ANSWERS WEBSITE FOR ADVERTISED CONSTRUCTION PROJECTS":

Question and Answer Nos. 121, 123, 131, & 138

SPECIAL PROVISIONS
REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- CONTRACT TIME AND LIQUIDATED DAMAGES
- MILESTONE LIQUIDATED DAMAGES PROVISIONS
- SECTION 1.08 – PROSECUTION AND PROGRESS

CONTRACT ITEMS
REVISED CONTRACT ITEMS

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ORIGINAL QUANTITY</u>	<u>REVISED QUANTITY</u>
0406600	MATERIAL TRANSFER VEHICLE	5,531 TON	7,876 TON
0603801A	STRUCTURAL STEEL	7,650 CWT	6,650 CWT

PLANS
REVISED PLANS:

The following Plan Sheets are hereby deleted and replaced with the like-numbered Plan Sheets:

01.02.01.A4
01.04.112A4

The Bid Proposal Form has been revised to reflect these changes.

The Detailed Estimate Sheets do not reflect these changes.

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

The foregoing is hereby made a part of the contract.

CONTRACT TIME AND LIQUIDATED DAMAGES

In order to minimize the hazard, obstruction, inconvenience, cost to the public, and detriment to area businesses, it is necessary to limit the time of construction work which interferes with traffic as specified in Article 1.08.04 of the Special Provisions and hereby modifies the same.

There will be four assessments for liquidated damages PLUS “Milestone Liquidated Damages”. “Milestone Liquidated Damages” shall be discussed elsewhere in the contract; but the first two calendar day assessments will be discussed in the following manner and shall be contractually inclusive as a whole:

Assessment 1: Calendar Days

GENERAL

For Federal Aid Project No. 0066(121) (State Project No.0082-0312 and Federal Aid Project No. 0009(117) (State Project No. 0082-0320) Seven Hundred Thirty (730) calendar days will be allowed for completion of the work and the liquidated damages charge to apply will be Five Thousand Dollars (\$5,000.00) per calendar day.

Assessment 2: IMS Equipment Installations

For this Contract, an assessment per day for liquidated damages, at a rate of Two Thousand Dollars (\$2,000) per day shall be applied to each calendar day that the fiber optic trunk line attached to the bridge is not operational beyond the window outlined in the special provisions.

The contractor shall refer to the “Notice to Contractor – Installation Qualifications” and Item No. 1112252A Equipment Operations special provisions for terms and conditions.

Assessment 3: Project 82-312

The reopening of two lanes in each direction of Route 66/17 associated with project 82-312 (Federal Aid Project No. 0066(121) shall be completed within 540 days from the time either direction of Route 66/17 is reduced to one lane with the placement of temporary barrier for the extended duration. The assessment for liquidated damages, “Milestone Liquidated Damages” are discussed elsewhere in the contract.

Assessment 4: Project 82-320

All work associated with State Project No. 0082-0320 shall be substantially completed by October 31, 2020. The assessment for liquidated damages, “Milestone Liquidated Damages” are discussed elsewhere in the contract.

GENERAL

MILESTONE LIQUIDATED DAMAGES PROVISIONS

For this Contract, assessment of Milestone Liquidated Damages are bound to the completion of the work delineated on the Contract plans during the implementation of the Stage Construction lane reductions of Route 66/17 across Bridge No 00524 (Arrigoni Bridge) and approach roadways, along with all work incidental thereto. These tasks are to be completed within a time frame which is identified in Section 01.08.04. The Contractor will not receive an Incentive Payment if the listed Milestone is completed prior to the allowable timeframe but will be assessed Liquidated Damages if the work is not completed within the allowable time frame for either project.

Milestone 1 – Project 0082-0320 Project Completion

All work associated with State Project No. 0082-0320 (Federal Aid Project No. 0009(117) shall be substantially completed by October 31, 2020. The Contractor may only have temporary barrier, cones or drums to protect the work areas for State Project No. 0082-0312 within the limits of State Project No. 0082-0320, but shall be in accordance with section 1.08.04.

Milestone 1 Liquidated Damages Terms and Conditions

If the Contractor fails to complete, as accepted by the Engineer, by the Milestone Completion Date indicated above, the Contractor will be assessed a liquidated damage charge of \$1,500 (One Thousand Five Hundred Dollars) per day thereafter until the tasks and corresponding milestone are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered separate from any Liquidated Damages assessed to the Contractor for failure to complete the project on time per Section 1.08.09 of the Standard Specifications.

Milestone 2 – Project 0082-0312 Lane Restrictions

The reopening of two lanes in each direction of Route 17 / 66 associated with project 82-312 (Federal Aid Project No. 0066(121) shall be completed within 540 days from the time either direction of Route 66/17 is reduced to one lane with the placement of temporary barrier for the extended duration in accordance with Section 01.08.04. The duration shall begin once Route 66/17 is reduced to one lane in each direction with temporary barrier.

Milestone 2 Liquidated Damages Terms and Conditions

If the Contractor fails to complete, as accepted by the Engineer, by the Milestone Completion Duration indicated above, the Contractor will be assessed a liquidated damage charge of \$15,000 (Fifteen Thousand Dollars) per day thereafter until the tasks and corresponding milestone are complete and accepted by the Engineer. The maximum assessment of Milestone Liquidated Damages shall not be capped and shall be considered separate from any Liquidated Damages assessed to the Contractor for failure to complete the project on time per Section 1.08.09

GENERAL

of the Standard Specifications.

The Contractor is responsible for determining the full scope of labor and equipment resources and anticipated accelerated operations needed to complete the milestone tasks by the Milestone Completion Date, and shall bid the on-time completion of the work accordingly.

Any and all costs or detrimental effects incurred by the Contractor in accelerating his work in an attempt to meet the Milestone Completion Date, regardless of the effects of any delay, disruption, inefficiency or other detrimental effect including, but not limited to, the deletion of Contract work, the issuing of construction orders, the execution of supplemental agreements, the discovery of differing site conditions, the adding of extra work to the Contract, the emergence of right-of-way conflicts, problems with the obtaining or the terms of permits, action or inaction by persons or entities working on the project or by third parties, delays in the process of reviewing or approving shop drawings, expansion of the physical limits of the Project, the effects of weather conditions on Project activities, the occurrence of weekends or holidays, the suspension of any Project operation, or other events, forces or factors that affect highway construction work, shall be solely the Contractor's responsibility, and may not be used as the basis for any claim by the Contractor for additional compensation.

The Contractor is directed to follow the procedures of Section 1.08.08 of the Form 817 Standard Specifications for any request presented to the Engineer for an adjustment of the Milestone Completion Date for any unforeseeable causes noted in Section 1.08.08 that have resulted in the need for an adjusted date.

SECTION 1.08 – PROSECUTION AND PROGRESS

Article 1.08.03 - Prosecution of Work:

Add the following:

The Contractor shall stake the limits of the concrete sidewalks and ramps in conjunction with staking the locations of foundations to ensure that pedestrian push buttons will be located appropriately and will be accessible from a landing area.

The Contractor will not be allowed to install traffic signal or pedestrian heads until the controllers are on hand and ready for installation. Once installation of this equipment commences, the Contractor shall complete this work in a timely manner.

The Contractor shall notify the Engineer on construction projects, or the District Permit Agent on permit jobs, when all traffic signal work is completed. This shall include all work at signalized intersections including loop replacements, adjusting existing traffic signals or any relocation work including handholes. The Engineer or District Permit Agent will notify the Division of Traffic Engineering and City of Middletown to coordinate a field inspection of all work. Refer to Section 10.00 – General Clauses For Highway Illumination And Traffic Signal Projects, Article 10.00.10 and corresponding special provision.

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 that will interfere with the described traffic operations on all project roadways as follows:

Route 66 (Main Street)

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 2:00 p.m. and 6:00 p.m.
Saturday and Sunday between 9:00 a.m. and 9:00 p.m.

Route 66 (Washington Street)

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 9:00 a.m. and 9:00 p.m.

Route 17 (Hartford Avenue)

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 9:00 a.m. and 9:00 p.m.

Route 17 & Route 66

Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 9:00 a.m. and 9:00 p.m.

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Main Street (South of the intersection with Washington Street)

No Daily Restrictions.

SR 545 (Washington Street)

Monday through Friday between 6:00 a.m. and 9:00 a.m. & between 3:00 p.m. and 6:00 p.m.
Saturday and Sunday between 9:00 a.m. and 9:00 p.m.

All Other Roadways

No Daily Restrictions.

Night Work Restrictions (82-320)

The hours between 9:00 p.m. and 6:00 a.m. are considered “Night Work” for all roadways.

Night work will not be permitted on all roadways north of Washington Street. Excepted therefrom will be paving and milling operations, replacement of the bridge membrane, and bridge patching work on Bridge No. 05630 as approved by the Engineer, during which the Contractor will be allowed to work during this time. The Contractor shall notify the Engineer 14 days in advance of the anticipated start of night work.

Traffic Signals

Loop detectors disturbed by the Contractor’s operation shall be made operational or temporary detection must be provided within 24 hours of the termination of the existing loop detectors.

STAGE CONSTRUCTION

Stage Construction Project No. 82-320 (Saint John’s Square and Main Street Intersection Improvements)

The Contractor is required to follow the sequence of construction as shown in the Highway Design plans (SEQ-01 thru SEQ-11). The Contractor **will not be allowed** to perform any work on any subsequent sequence plan without first completing work on all prior sequence plan(s) or without approval from the Engineer to revise the sequence of construction.

Stage Construction Project No. 82-312 Arrigoni Bridge (Bridge No. 00524, Route 66 and Route 17 over Connecticut River)

During stage construction, the number of lanes and lane widths shall be as shown on the Maintenance and Protection of Traffic Plans and Cross-Sections contained in the plans.

LANE CLOSURE RESTRICTIONS

It is anticipated that work on adjacent projects may be ongoing simultaneously with this Project. The Contractor shall be aware of those projects so that coordination is maintained for proper traffic flow at all times on all Project roadways and that this coordination is acceptable to the Engineer.

OTHER LIMITATIONS

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed except during the allowable periods.

No roadway, with the exception of transition areas, shall be open to traffic unless the appropriate pavement markings have been installed. The transition areas shall have pavement markings applied immediately upon opening to traffic.

Longitudinal dropdowns greater than 2 inches will not be allowed during those periods when the maximum number of lanes of through traffic is required. The Contractor shall temporarily provide a 1:4 traversable slope of suitable material in those areas where a longitudinal dropdown exists. The cost of furnishing, installing and removing this material shall be included in the contract lump sum for "Maintenance and Protection of Traffic."

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be completed full width across a roadway (bridge) section by the end of a work shift. All transverse height differentials on all roadway surfaces shall be tapered to negate any "bump" to traffic as specified elsewhere in this Contract or as approved by the Engineer. Material for this taper shall be as approved by the Engineer.

The Contractor will not be permitted to laterally cross any expressway with construction vehicles. Construction vehicles shall merge with the mainline traffic flow and use existing interchanges.

All temporary concrete barriers, other protective systems and traffic control devices as called for in the Contract or ordered by the Engineer must be on hand and available in sufficient quantity for immediate installation prior to any stage change.

Article 1.08.07 - Determination of Contract Time:

Delete the second, third and fourth paragraphs and replace them with the following:

When the Contract time is on a calendar day basis, it shall be the number of consecutive calendar days stated in the Contract, INCLUDING the time period from December 1 through March 31 of each year. The Contract time will begin on the effective date of the Engineer's order to commence work, and it will be computed on a consecutive day basis, including all Saturdays, Sundays, Holidays, and non-work days.

The Contractor shall note that the deadline dates listed below have been developed due to the serious condition of the existing bridge deck and sidewalks, and the effect that prolonged stage construction has on the travelling public, emergency services, and adjacent residents and businesses. These deadline dates shall be identified as critical milestones on the Contractor's submitted calendar day chart. The Contractor shall schedule all Contract work to allow completion of the Project as a whole within the total Contract time, and shall complete the phases noted below by the deadline dates.

Project No. 82-312

PHASE

DEADLINE

Approach Deck and Sidewalk Replacement

Two lanes in each direction of Route 17 / 66 must be open with 540 days from the time either direction of Route 17 / 66 is reduced to one lane with the placement of temporary barrier.

Project No. 82-320

Project 82-320 must be completed as defined in "Milestone Liquidated Damages Provisions" by October 31, 2020, otherwise, liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day from that day until the date on which the Project is completed.

Extensions to the deadline dates are governed by Section 1.08.08 and shall only be granted to the extent that the Engineer deems to be fair and reasonable.

1.08.08 - Extension of Time:

Delete the last paragraph, "If an approved extension of time.... the following April 1."

Article 1.08.09 - Failure to Complete Work on Time:

Delete the second paragraph, "If the last day...the Project is substantially completed" and replace it with:

"Liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day from that day until the date on which the Project is substantially completed."