



**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**



**2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546**

Phone: 860-594-3128

December 29, 2016

Subject: Project No. 170-3319

F.A.P. No. N/A

Replacement of Culvert at MP 3.4 Naugatuck Railroad over Unnamed Brook in the
Town of Watertown.

NOTICE TO CONTRACTORS:

This is to notify all concerned and especially the prospective bidders that the bid opening for the subject project is still scheduled for January 18, 2017 at 2:00 P.M. in the Conference Room of the Department of Transportation Administration Building, 2800 Berlin Turnpike, Newington, Connecticut.

Addendum No. 1 is attached and can also be obtained on the Statewide Contracting Portal at http://www.biznet.ct.gov/scp_search/BidResults.aspx?groupid=64

This addendum is necessary to add a contract item, add special provisions, revise a special provision, issue approval letters for two permits and address a question .

Bid Proposal Forms (0170-3319.EBS file and amendment file 0170-3319.00# if applicable) are available for those bidders that have received approval from the Department to bid on the subject project.

To retrieve the official Bid Proposal Forms, please download the electronic bid proposal file and amendment files, if applicable at <https://www.bidx.com>.

Please send all future questions to <http://dot-contractsqanda.ct.gov/Default.aspx>

H. J. Emond

For: Gregory D. Straka

Contracts Manager

Division of Contracts Administration

DECEMBER 29, 2016
REPLACEMENT OF CULVERT AT MP 3.4 NAUGATUCK RAILROAD OVER
UNNAMED BROOK
FEDERAL AID PROJECT NO. N/A
STATE PROJECT NO. 170-3319
TOWN OF WATERTOWN

ADDENDUM NO. 1

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

Question and Answer No. 1

SPECIAL PROVISIONS

NEW SPECIAL PROVISIONS

The following Special Provisions are hereby added to the Contract:

- NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS
- 0101000A – ENVIRONMENTAL HEALTH AND SAFETY

REVISED SPECIAL PROVISION

The following Special Provision is hereby deleted in its entirety and replaced with the attached like-named Special Provision:

- 0504010A - RAILROAD TRACK WORK

CONTRACT ITEM

NEW CONTRACT ITEM

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
0101000A	ENVIRONMENTAL HEALTH AND SAFETY	L.S.	L.S.

PERMITS

The following Permits are hereby approved—approval letters attached.

- CT DEEP Flood Management Certification
- CT Addendum for the ACOE General Permit

The Detailed Estimate Sheet does not reflect this change.

The Bid Proposal Form has been revised to reflect this change.

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.

NOTICE TO CONTRACTOR – ENVIRONMENTAL INVESTIGATIONS

An environmental site investigation has been conducted that involved the sampling and laboratory analysis of soil, sediment, and surface water collected from various locations within the Project limits. Based on the findings of the environmental investigation, the entire Project area is considered an Area of Environmental Concern (AOEC). The Contractor is hereby notified that all excavated material not reused at the culvert site shall be transported and placed at the designated material disposal area as per the Contract plans.

The Connecticut Department of Energy and Environmental Protection (CTDEEP) groundwater classification beneath the site is GA.

Results of the environmental investigation indicated the presence of polynuclear aromatic hydrocarbons (PAHs), cadmium, and lead at concentrations exceeding the applicable CTDEEP Remediation Standard Regulations (RSRs) numeric criteria in the soil. Therefore, soil within the Project area is considered contaminated and must be managed as a Controlled Material.

The Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the Project area. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment, decontamination, and personnel training. **WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

The Specifications which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0101000A – Environmental Health and Safety

A Department environmental consultant will be on site for excavation activities within the Project area to collect soil samples (if necessary) and to observe site conditions for the State.

Information pertaining to the results of the environmental investigation can be found in the document listed below and shall be available for review at the Office of Contracts, 2800 Berlin Turnpike, Newington, Connecticut.

- Task 210 Subsurface Site Investigation Report, Replacement of Culvert at M.P, 3.4 Naugatuck Railroad over Unnamed Brook, Watertown, Connecticut, BL Companies, July 2015.

ITEM #0101000A – ENVIRONMENTAL HEALTH AND SAFETY

Description:

Under this Item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project area. Work under this Item consists of the development and implementation of a written site-specific Health and Safety Plan (HASP) that addresses the relative risk of exposure to documented hazards present within Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific health and safety plan which is compatible with the Contractor's plan and will be responsible for the health and safety of all Project Inspectors, Department employees and consulting engineers.

Materials:

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

Construction Methods:

1-Existing Information: The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations".

2-General: The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the Project limits, as identified in the Contract Documents, and in other areas identified by the Engineer, where site conditions may pose a risk to worker health and safety and/or the environment. **No physical aspects of the work within**

the Project area shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.

3-Regulatory Requirements: All construction related activities performed by the Contractor within the Project limits, or in other areas where site conditions may pose a risk to worker health and safety and/or the environment, shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

4-Submittals: Three copies of the HASP shall be submitted to the Engineer within four (4) weeks after the Award of Contract or four (4) weeks prior to the start of any work in the Project area, but not before the Award of the Contract. The HASP shall include copies of the Contractor-designated Health and Safety Officer's (HSO) training certificates as well as a demonstration of the required experience, as indicated in Section 5-HASP Provisions (b) (iii) of this Item.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). The qualified person shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP within four (4) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan, if any, to assure consistency with the specifications, applicable standards, policies and practices, and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this Item. The Contractor shall not be allowed to commence work activities in areas where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and accepted by the Engineer. No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.

5-HASP Provisions:

(a) General Requirements: The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/ 1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall

be tailored to the type of work, complexity of operations to be performed, and hazards anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

(b) Elements:

(i) Site Description and Contamination Characterization: The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

(ii) Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and PPE upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures, and/or equipment shall be identified to mitigate each of the hazards identified.

(iii) Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP.

Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training (including current 8-hour refresher training); 8-hour HAZWOPER supervisory training; a minimum of one (1) year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one (1) year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods, and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- (A) Directing and implementing the HASP.
- (B) Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- (C) Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- (D) Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- (E) Authorizing work to resume, upon approval from the Contractor's HSM.
- (F) Directing activities, as defined in the Contractor's written HASP, during

emergency situations; and

(G) Providing personal monitoring where applicable and as identified in the HASP.

(iv) Employee Training Assignments: The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

(v) Personal Protective Equipment: The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate PPE to insure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

(vi) Medical Surveillance Program: All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

(vii) Exposure Monitoring/Air Sampling Program: The Contractor shall submit an Air Monitoring Plan as part of the HASP which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

(viii) Site Layout and Control: The HASP shall include a map, work zone delineation (support, contamination, reduction, and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

(ix) Communications: Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

(x) Personal Hygiene, Personal Decontamination and Equipment Decontamination: Decontamination facilities and procedures for PPE, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.

(xi) Emergency Equipment and First Aid Requirements: The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on-site at all times during site operations.

(xii) Emergency Response Plan and Spill Containment Program: The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present on-site and the Emergency Response Plan (ERP) procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the ERP. The ERP shall be included as part of the HASP. This ERP shall include written directions to the closest hospital as well as a map showing the route to the hospital.

(xiii) Logs, Reports and Record Keeping: The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/incident. Within two working days of any reportable accident, the Contractor shall complete and submit to the Engineer an accident report.

(xiv) Confined space entry procedures: Confined space entry procedures, both permit required and non-permit required, shall be discussed in detail.

(xv) Pre-entry briefings: The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

(xvi) Inspections/audits: The HSM or HSO shall conduct inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

6-HASP Implementation: The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared

to immediately implement the appropriate health and safety measures, including but not limited to the use of PPE, and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE, i.e. disposable coveralls, gloves, etc., which come in direct contact with hazardous or potentially hazardous material shall be placed into 55-gallon USDOT 17-H drums and disposed of in accordance with Federal, State, and local regulations. The drums shall be temporarily staged and secured within the WSA until the material is appropriately disposed.

7-HASP Revisions: The HASP shall be maintained on-site by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard on-site personnel, visitors, the public, and the environment. The HASP shall then be revised/amended to reflect the changed condition.

Method of Measurement:

1-Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this Item detailing:

- (a) The development costs associated with preparing the HASP in accordance with these Specifications.
- (b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

2-If the lump sum bid price breakdown is unacceptable to the Engineer; substantiation showing that the submitted costs are reasonable shall be required.

3-Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:

- (a) The lump sum development cost will be certified for payment.
- (b) The Contractor shall demonstrate to the Engineer monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
- (c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty (30) calendar days, there will be no monthly payment.
- (d) Failure of the Contractor to implement the HASP in accordance with this Specification shall result in the withholding of all Contract payments.

Basis of Payment:

This work will be paid for at the Contract lump sum price for “Environmental Health and Safety” which price shall include all materials, tools, equipment, and labor incidental to the completion of this Item for the duration of the Project to maintain, revise, monitor, and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, CPC, PPE, disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring, and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

Pay Item	Pay Unit
Environmental Health and Safety	L.S.

ITEM #0504010A – RAILROAD TRACK WORK

Description:

This item consists of the removal of the section(s) of railroad track within the Contractor's proposed work limits; storing the rails and connecting hardware from the track section(s); furnishing of replacement timber cross ties and track spikes; restoration of the track section(s) at the completion of the culvert replacement work; and disposal of existing timber ties.

Materials:

Replacement timber cross ties shall be new 6" x 8" x 8'-6" Grade 3 track ties, 100% end plated and with minimum preservative retention of 8 pounds per cubic foot. Track spikes shall be new steel cut spikes 5/8" x 6" with medium carbon content with a minimum of three spikes provided per tie plate. Ties and spikes shall meet the general requirements of the American Railway Engineering and Maintenance-of-Way Association.

Construction Methods:

The Contractor shall perform a field inspection and survey of the track section in the immediate vicinity of the culvert to be replaced. The field inspection and survey shall be performed to provide the Contractor with information pertinent to the removal and restoration of the track section to the limits required for the Contractor's proposed work plan to replace the culvert. The Contractor shall confirm the location of existing bolted rail joints for planning removal limits. The Contractor shall not be allowed to cut the existing rail unless specifically approved by the Engineer.

The Contractor shall mark all rail sections to be removed to indicate east and west rails and north and south ends. Such markings shall be used to ensure the reinstallation matches the original orientation to preserve wear patterns.

The Contractor shall assume that the condition of the rails, rail joints, tie plates and connecting hardware are in a condition satisfactory for their function and can be removed, stored, and re-installed in a workman like manner without a need for replacement with the exception of tie spikes. Timber ties and spikes within the limits of the track removal are to be replaced with new ties and spikes furnished by the Contractor. The Contractor shall assume that all ballast and subballast is fouled and is not suitable for restoration of the track at the completion of the culvert installation.

The Contractor shall submit a working plan to the Engineer for review addressing the limits of track to be removed, the method of removal, storage, and re-installation. The removal limits

shall be compatible with the Contractor's proposed locations and limits for temporary grade crossing/access pads – see item "CONSTRUCTION ACCESS".

All track installation shall be performed by an experienced railroad track installer with the reinstalled track geometry meeting the minimum requirements of Federal Rail Administration (FRA) Class 4 track. The Contractor or subcontractor performing the track work shall use qualified personnel trained, experienced and skilled in track construction of the type required under the Contract. Prior to the start of related work, the Contractor shall submit to the Engineer for review and comment the qualifications of the key personnel responsible for the track construction on the Project. All track construction for the Project shall be performed by or under the supervision of the key personnel qualified and experienced for such work and acceptable to the Engineer. Track installation shall be performed with specialized track equipment including a ballast regulator and tamper equipped with lining and surfacing capabilities.

The Naugatuck Railroad Line will be taken out of service by the Railroad to limits extending from the Seidel crossing to the south of the culvert and extending north to the crossing with State Route 262. The Contractor shall remove the track section required for their work; relocate and store the track components to allow for the construction activities associated with the culvert replacement; and re-install the track to its original geometry at the completion of the culvert installation. The Contractor shall supply, place and compact the subballast and ballast layers in accordance with the limits shown on the plans. All existing ties removed shall be transported to a location within the limits of the Naugatuck Railroad Line and stacked in a workmanlike manner with the exact location as directed by the Engineer.

All Contractor activities involving the removal and installation of the track section including the use of the track from and between access points shall be in accordance with Section 1.05, Article 1.05.06 – Cooperation with Utilities (Including Railroads).

Method of Measurement:

This work will be measured for payment by the actual number of linear feet of railroad track removed, stored, re-installed and accepted by the Engineer. Measurement shall be made along the center-line of the running rail on the outside of the curve and shall extend from rail joint to rail joint. Any additional length of rail on the inside of the curve removed/restored beyond the limits described above to account for staggered rail joint locations shall not be measured for payment but considered incidental.

Excavation of ballast and subballast within the limits of the Contractor's required track removal shall be measured for payment under the item "STRUCTURE EXCAVATION – EARTH (EXCLUDING HANDLING WATER)". The supply and placement of ballast and subballast shall be measured for payment under the items "BALLAST" and "SUBBALLAST".

Basis of Payment:

Payment for this work shall be made at the contract unit price per linear foot for “RAILROAD TRACK WORK”, which price shall include all materials, tools, equipment and labor incidental to the field inspection and survey, removal, relocation and storage, furnishing of replacement timber ties and spikes, and re-installation of the track section at the culvert site.

Pay Item
Railroad Track Work

Pay Unit
L.F.



FLOOD MANAGEMENT CERTIFICATION

Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, CT 06131-7546

Attn: Mark W. Alexander, Transportation Assistant Planning Director

Re: **Approval of Certification**
FM-201605964

Replacement of culvert at MP 3.4 Naugatuck Railroad over unnamed Brook
Watertown, CT

Dear Mr. Alexander:

The Land and Water Resources Division of the Department of Energy & Environmental Protection has reviewed the flood management certification application prepared by David Miroslaw of H.W. Lochner, and signed by Thomas J. Maziarz of the Connecticut Department of Transportation (“Certifying Agency”).

The certification document dated April 27, 2016 and submitted May 12, 2016 states that the proposed activity has been designed in compliance with the requirements of Section 25-68d(b) of the Connecticut General Statutes (CGS) and Section 25-68h-1 through 25-68h-3 of the Regulations of Connecticut State Agencies (RCSA).

The project consists the replacement of an existing box culvert that carries an unnamed Brook under Naugatuck Railroad at Mile Post 3.4 with a 72 inch diameter class V reinforced concrete pipe in the Town of Watertown, as shown on plans entitled, “*State Project 25-145, Replacement of Culvert at MP 3.4 Naugatuck Railroad over unnamed Brook,*” signed by the Richard A. Bray, P. E., dated March 22, 2016. The project is located within the 100-year FEMA floodplain of Naugatuck River.

The above referenced certification is hereby approved with the following conditions:

Special Conditions: Unconfined in-stream work shall be limited to June 1st through September 30th.

Operating Conditions:

1. This approval shall expire ten years after issuance or if the construction of any structures or facilities authorized herein is not commenced within three years of issuance of this approval.
2. The Certifying Agency may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this certification unless the Certifying Agency applies for and receives a modification of this certification. A de minimis alteration means a change in the

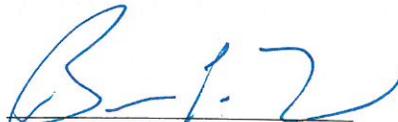
design or operation of the authorized permit that does not increase its adverse environmental or other regulatory impacts.

3. In constructing or maintaining any structure or facility or conducting any activity authorized herein, or in removing any such structure or facility, the Certifying Agency shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. The Certifying Agency shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.
4. All temporary structures, cofferdams, and fill shall not impede the movement of flood flows and shall be removed at the completion of their use. The design of such temporary structure, cofferdams and fill shall be based on the DOT Drainage Manual, where applicable. All temporary and permanent fill shall be clean and free of stumps, rubbish, hazardous and toxic material.
5. The Certifying Agency shall cause to be removed equipment and materials from the floodplain during periods when flood warnings have been issued or are anticipated by a responsible federal, state or local agency. It shall be the Certifying Agency's responsibility to obtain such warnings when flooding is anticipated.

This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby. No revisions or alterations to the approved plans are allowed without first obtaining written approval from this Division of such alterations.

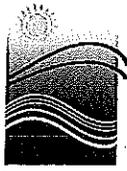
If there are any questions, contact Krystyna Krudysz of the Land and Water Resources Division at 860-418-5942

10/13/16
Date


Brian P. Thompson, Director
Land and Water Resources Division

CAC/KK

cc: Thomas J. Maziarz, Bureau Chief, Policy and Planning, DOT
David Mirosław, Project Manager, H.W. Lochner, 55 Hartland St. Suite 401, East Hartford



Robert DeSista, Chief
Regulatory and Enforcement Branch
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751

Mark W. Alexander
State of Connecticut Department of Transportation
2800 Berlin Turnpike, PO Box 317546
Newington Ct 06131-7546

Re: Application for Department of the Army General Permits for the State of Connecticut
Pre-Construction Notification Screening for Section 401 Water Quality Certification

Dear Mr. DeSista & Mr. Alexander:

The following application submitted for screening under the above referenced General Permits has been reviewed by staff of the Connecticut Department of Energy and Environmental Protection (DEEP), Land and Water Resources Division (the "Division").

Pre-Construction Notification Eligible

The Division has determined that the project/activities are eligible for section 401 water quality certification under General Permit(s) 19 and subject to any conditions specified herein, and that an individual application to the DEEP is not required, provided that the project receives approval from the U.S. Army Corps of Engineers under the Pre-Construction Notification process of the General Permits and that the authorized activities proceed as described in the application documentation.

PGP-201605962 (NAE-20142557) – State of Connecticut Department of Transportation, Watertown – (930 square feet of permanent fill and 1,945 square feet of temporary fill in non-tidal water/wetland fill).

PROJECT DESCRIPTION.

The Department of Transportation is authorized to replace the culvert on the Naugatuck Railroad Line over an unnamed brook at Mile Post 3.4 in Watertown. The existing culvert is a 2 foot wide by 4 foot high by 28.9 feet long open bottom box culvert which will be replaced with a 72 inch diameter concrete pipe 41 feet 11 inches long. The Department of Transportation is also

authorized to install intermediate riprap upstream and downstream of the pipe, and a rock weir downstream of the pipe.

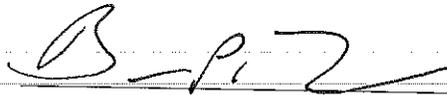
Conditions:

1. All activities shall be conducted in accordance with the application documentation and plans entitled, "**Replacement of culvert at MP 3.4 Naugatuck Railroad over unnamed Brook**," dated March 22, 2016, and prepared by H. W. Lochner INC.

Please be advised that conducting regulated activities without the required section 401 water quality certification and section 404 federal Clean Water Act authorization is a violation of the law and is subject to enforcement proceedings and legal action under 33 CFR Part 326 and citations thereunder.

If you have any questions or need additional information, please contact Danielle Missell at (860) 424-3698, Danielle.Missell@ct.gov. Any correspondence submitted regarding this project should be directed to Danielle Missell at the Inland Water Resources Division and should reference the application number.

10/13/16



Date

Brian P. Thompson, Director
Land and Water Resources Division
Bureau of Water Protection and Land Reuse

JC: DM

cc:

Nathan Margason, US Environmental Protection Agency, Margason.Nathan@epa.gov
Susan Lee, USACE Regulatory Division 696 Virginia Road Concord MA 01742
David Miroslaw, H. W. Lochner dmiroslaw@hwlochner.com
Andrew H. Davis, DOT, Andrew.h.davis@ct.gov
Steve Gephard, DEEP Inland Fisheries (Marine HQ- Old Lyme)
Bob Gilmore, DEEP LWRD
Jeff Caiola, DEEP LWRD