



DEPARTMENT OF FINANCE  
OFFICE OF PURCHASING

January 14, 2016

INVITATION TO BID

The City of Norwalk is soliciting bid submissions for the removal of underground fuel storage tanks located at the Norwalk Fire Department, Fire Support Services Facility, 100 Fairfield Ave., Norwalk, CT 06854. Below is an overview of the requirements which apply specifically to this project. These requirements are discussed in greater detail within Section 2 – Technical Specifications.

<b>PROJECT NUMBER:</b>	<b>3651</b>	<b>DOCUMENT LENGTH – 54 pages</b>
<b>DEADLINE :</b>	<b>2:00 PM, February 4, 2016</b>	
<b>BID TITLE :</b>	<b>UNDERGROUND FUEL STORAGE TANKS REMOVAL</b>	
<b>SITE LOCATION:</b>	<b>FIRE SUPPORT SERVICES FACILITY 100 FAIRFIELD AVE., NORWALK, CT</b>	

BID DOCUMENTS can be viewed upon receipt of this invitation on the Internet at <http://www.norwalkct.org>.

A PREBID CONFERENCE will be held at 2:00 p.m., Thursday, January 21, 2016, at the project site 100 Fairfield Ave., Norwalk, CT 06854. Walk-through of the site will begin at the entrance to the Fire Support Services Facility.

All questions must be directed, in writing, to Gerald J. Foley, Purchasing Agent, via e-mail to [GFoley@Norwalkct.org](mailto:GFoley@Norwalkct.org) or via fax to (203) 854-7817. The deadline for submission of questions is 2:00PM, January 28, 2016.

Bidders will be required to provide:

- 10% bid bond, cashier's or certified check with your response (see sect. 3.1 C & D).
- Performance, labor, and materials bond for 100% of the project upon award if the contract value exceeds \$100,000.00 (see Section. 3.1 C & D).
- Copies of current certifications as applicable.

SPECIAL NOTES:

- References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- Section 4, Item 109-04-2b, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- Section 3.7, Insurance Requirements, Environmental Liability Insurance, aggregate amounts reduced from \$5 million per occurrence to \$2 million aggregate per occurrence.
- Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$200.00 per day."

**BIDDER LISTS** will not be published.

**ADDENDAS**, if issued, will be available over the Internet at <http://www.norwalkct.org>. It is the responsibility of the bidders to verify the issuance of any addenda. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

If, after review of the bid documents, your firm is interested in performing the services specified, provide the information requested, sign and return the complete documents, along with your detailed proposal, to the Purchasing Department by the due date. We would appreciate the courtesy of promptly advising us if you do not intend to respond.

Gerald J. Foley  
Purchasing Agent,  
City of Norwalk  
Tel: 203.854.7892  
Fax: 203-854-7817  
E-mail [Gfoley@norwalkct.org](mailto:Gfoley@norwalkct.org)

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## SECTION 2 - RESPONSE FORMS

### SPECIAL NOTES ON RESPONDING

**ADDENDA** information is available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.

**SUMMARIES** – A list of the consulting firms will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.norwalkct.org> Bid results will not be provided over the phone.

**AWARD NOTIFICATION** will be issued by mail.

**BUSINESSES WITHOUT FAX EQUIPMENT** or Internet access may contact the Purchasing Department at 203-854-7712 for this information.

**RFP RESPONSES** [*One (1) Original + Six (6) copies*] are to be delivered to:

City of Norwalk Purchasing Department  
125 East Avenue, Room 103  
P.O.Box 5125  
Norwalk, Ct. 06856-5125

See section 3 for information on delivering bids by fax.

**1.1 RESPONSE FORM - BID#3651 – Underground Storage Tank Removal– Fire Support Services Facility.**

<b>Vendor Name -</b>		
<b>Address -</b>		
<b>Phone -</b>	<b>Fax -</b>	<b>Email -</b>
<b>Manager -</b>		<b>Fed ID#</b>

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him/herself as to all the quantities and conditions, and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to accept in full compensation therefore the amount of the contract as agreed to by the Contractor and the City.

**A. Base Bid – Underground Storage Tank Removal– Fire Support Services Facility**

ITEM 1	Removal and disposal of two (2) 10,000 gallon diesel fuel fiberglass underground storage tanks.	\$ _____/total
ITEM 2	Removal and disposal of one (1) 2,000 gallon heating fuel steel underground storage tank.	\$ _____/total
ITEM 3	Removal and disposal of one (1) 500 gallon waste oil steel underground storage tank.	\$ _____/total
ITEM 4	Total Lump Sum Bid for items 1 through 3 above.	\$ _____

Bid Security in the form of a (check one) is attached.	<input type="checkbox"/>	Bond	<input type="checkbox"/>	Certified Check	<input type="checkbox"/>
Cost for performance bond <u>included in lump sum</u>	\$ _____	per thousand dollars			
Insurance Agency Name -	_____	Tel.	_____		
Agency Address -	_____				

Submitted by –	_____
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	_____	Dated	_____	Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____	Addendum #	_____	Dated	_____

Continued next page

**1.1B RESPONSE FORM - BID#3651** – Unit Prices: Underground Storage Tank Removal – Fire Support Services Facility

**Vendor Name -**

**UNIT PRICES:** Should the amount of improvements required be increased or decreased due to special considerations found at the site or because of a request of the Norwalk, the undersigned agrees that the UNIT PRICES will be the basic price in place for computing the EXTRA or CREDIT. Each UNIT PRICE shall include all equipment, tolls, labor, permits, fees, etc., incidental to the installation and completion of the work involved. The costs submitted below will remain in effect for ninety days.

ITEM 1	Vacuum all contents from the Underground Storage Tanks (USTs), including the cost of transportation and disposal.	\$ _____ / per gallon
ITEM 2	Cost, per ton to excavate, haul and dispose of petroleum contaminated soil to an approved soil recycling facility.	\$ _____ / ton
ITEM 3	Supply, place and compact clean backfill.	\$ _____ / cubic yard
ITEM 4	Supply, place and compact asphalt (bituminous concrete).	\$ _____ / sq. foot
ITEM 5	Supply, place and compact asphalt (bituminous concrete).	\$ _____ / ton

Submitted by -	.
Authorized Agent of Company (name and title)	Date

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum #	.	Dated	.	Addendum #	.	Dated	.
Addendum #	.	Dated	.	Addendum #	.	Dated	.

## 1.2 STATEMENT OF BIDDERS QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a bid.

1. Number of years in business - \_\_\_\_\_
2. Number of personnel employed Pt.time - \_\_\_\_\_, Full - \_\_\_\_\_,
3. List six contracts of this type/size your firm has completed within the last three years:

Vendor Name -			
Project	Date	Contact Person	Phone No.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.
.	.	.	.

	/			
4. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)	.	general partnership		
	.	limited partnership		
	.	limited liability corporation		
	.	limited liability partnership,		
	.	corporation doing business under a trade name		
	.	individual doing business under a trade name		
	.	other (specify)		
5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
			.	.
	<u>Out-of -State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
			.	.

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name	.			
Address	.			
City	.	State	.	Zip
Name of Agent	.			

**NOTE:** In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

7. Submit one copy of the following information relative to your company's financial statements. This information must represent the current circumstance which surrounds the financial position of the bidding organization. **Note: This information will be kept confidential if provided in a separate envelop from your bid pricing.**

All information should be supported with appropriate audited financials.

- a. Book Value (Total Assets (-) Total Liabilities)
- b. Working Capital (Current Assets (-) Current Liabilities)
- c. Current Ratio (Current Assets/Current Liabilities)
- d. Debt to Equity Ratio (Long Term Debt/Shareholder's Equity)
- e. Return on Assets (Net Income/Total Assets)
- f. Return on Equity (Net Income/Shareholder's Equity)
- g. Return on Invested Capital (Net Income/Long Term Debt = Shareholders' Equity)

8. **SUBCONTRACTORS:** If subcontractors are to be used, please list firm name, address, name of principal, and phone number below or on a separate sheet. Also indicate portion or section of work subcontractor will be performing.

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE
.	.	.	.
.	.	.	.
.	.	.	.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this bid request.

**1.3** The following document is the City's standard construction services contract produced by the City of Norwalk's Corporation Counsel. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

**CITY OF NORWALK  
CONTRACT FOR CONSTRUCTION SERVICES  
FOR**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the **CITY OF NORWALK**, (hereinafter referred to as "CITY"), acting by and through Harry W. Rilling, its Mayor, duly authorized, and \_\_\_\_\_, a company existing under the laws of the State of Connecticut with an office and principal place of business located at \_\_\_\_\_, acting herein by \_\_\_\_\_, its \_\_\_\_\_, duly authorized, (hereinafter called the "CONTRACTOR").

WITNESSETH: That the CITY and CONTRACTOR, for the consideration hereinafter named, agree as follows:

**ARTICLE 1. WORK TO BE DONE**

The CONTRACTOR shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as **Underground Storage Tank - Removal of - Fire Support Services Facility, 100 Fairfield Ave, Norwalk, CT 06854** (hereinafter the "Project"), in strict accordance with the City of Norwalk Department of Public Works General Provisions, dated April 2011; the general and technical specifications and conditions of contract; the Project Plans; Special Conditions; any addenda to the specifications; and all requirements of the Contract Documents, as defined herein.

The CITY will pay to the CONTRACTOR for the satisfactory completion of the Project and of all of the CONTRACTOR's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum of \_\_\_\_\_ in the manner set forth herein and the Contract Documents.

The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the CITY exceeding the consideration stated herein.

The CONTRACTOR hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, locality and site of the Project (the "Site") and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own examination, investigation and evaluation of such and not in reliance on any opinions or representations of the CITY or any third party, including any officer, agent, servant or employee thereof.

**ARTICLE 2. ADMINISTRATION BY CITY**

The Work to be performed under this Contract shall be administered on behalf of the CITY by \_\_\_\_\_, Director of the \_\_\_\_\_ Department, or his designated representative (hereinafter referred to as the "Director"). The CONTRACTOR acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director, or his designated representative, consistent with the Contract Documents are authorized on behalf of the CITY.

**ARTICLE 3. DOCUMENTS FORMING THE CONTRACT**

The Contract Documents shall be deemed to include the CITY's Request for Bids Project 3651 and Addendum \_\_ thereto dated \_\_\_\_\_, the CONTRACTOR's bid response dated \_\_\_\_\_, this written Agreement, including all bonds and insurance certificates; the City of Norwalk Department of Public Works General Provisions dated July 2011; the general and technical specifications and conditions of contract; the Project plans; Special Conditions and Addenda; State Labor Department minimum wage rates (if applicable); any addenda to the specifications; and all provisions required by law to be inserted in the contract, whether or not physically inserted.

This Contract will supersede any agreement or contract form that may have been included in the bid specifications, which form was included for information purposes only, and any writings or documents not incorporated herein by specific reference. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the CONTRACTOR shall govern.

**ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE**

The CONTRACTOR confirms that it has carefully examined the Site, as well as its surrounding territory. As a result, the CONTRACTOR acknowledges that it is fully informed regarding all existing conditions, both natural and manmade, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project site. The CONTRACTOR further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the CITY; and that it will make no claim against the CITY by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the CITY, or for costs incurred as a result thereof.

In addition, the CONTRACTOR agrees that, prior to starting any part of the Work, it shall carefully study and compare the various drawings, plans and other Contract Documents relative to that portion of the Work in order to facilitate construction.

## ARTICLE 5. DATE OF COMPLETION

The CONTRACTOR further agrees that it will begin the Project herein described within ten (10) days of the date hereof, unless written instruction from the Director is given to begin at a different date. The CONTRACTOR shall diligently and continuously prosecute and complete the same and coordinate the Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project and any other scheduling requirements listed in the Contract Documents, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed no later than sixty (60) calendar days of the Notice to Proceed issued pursuant to this Contract.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR'S WORK HEREUNDER.

No extension beyond this date of completion shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon such terms and conditions as may be set by the Director, which may include charges for professional services, engineering and inspection expenses incurred, including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least fifteen (15) days prior to the date of completion set forth above.

The CONTRACTOR shall work during such days and times as required by the CITY so as not to interfere with its use or operation of the Site. However, if the CITY deems it necessary, it may direct the CONTRACTOR to work overtime. If so directed, the CONTRACTOR shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the CITY will pay the CONTRACTOR for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the CITY.

The CONTRACTOR shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The CONTRACTOR shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the CITY's overall schedule requirements and it shall continuously monitor the Project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The CONTRACTOR shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

In the event the CONTRACTOR is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the City or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the CONTRACTOR, its officers, agents, employees, subcontractors or suppliers, the CONTRACTOR's exclusive remedy shall be an extension of

time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the CONTRACTOR shall not be entitled to any such extension of time unless the CONTRACTOR (1) notifies the CITY in writing of the cause or causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control. In no event shall the CONTRACTOR be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the CONTRACTOR or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the City including, legal fees and disbursements incurred by the CITY (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the CONTRACTOR and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the CITY may or shall become liable, no extension of time shall be granted and the CONTRACTOR (and its surety) shall be liable to compensate the CITY for and indemnify it against all such costs, expenses, damages and liability. In addition, the CONTRACTOR shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the CONTRACTOR fail to make up for the time lost by reason of such delay, the CITY shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the CONTRACTOR hereunder.

#### **ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES**

Whenever the CITY determines that, for any reason deemed to be in the best interests of the Project, the scope of Work or plans for the Project should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the CONTRACTOR. Once the CITY has issued and signed a written Change Order in its standard form, the CONTRACTOR shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the CITY shall not constitute grounds for a claim by the CONTRACTOR for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

the CITY shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials.

The CONTRACTOR shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of CONTRACTOR's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the CITY shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

Payment for any unforeseen Work and/or changes shall be made as provided for in the Standard Specifications.

#### **ARTICLE 7. MEANS AND METHODS**

The CONTRACTOR shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The CONTRACTOR shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. CONTRACTOR further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

#### **ARTICLE 8. NO COLLUSION OR FRAUD**

The CONTRACTOR hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the CONTRACTOR for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the CITY, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

#### **ARTICLE 9. ESTIMATES AND PAYMENT**

As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the CITY, the CITY hereby agrees to make payments to the CONTRACTOR, based upon the Contract Documents as follows: on or before the last day of each month the CONTRACTOR shall submit to the CITY, [in the form required by the CITY], a written Application For Payment showing the value of the Work installed to that date based on the quantity of work completed and the Contract unit prices, from which shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the CONTRACTOR. The balance of such Application must be approved by the CITY and should represent the value of Work done and material furnished in accordance with the terms and conditions of this Contract during the preceding month. The CONTRACTOR shall be paid

ninety five (95%) percent of such amount. The five (5) percent retained shall be held by the CITY until final completion and acceptance of all Work covered by this Contract; compliance by the CONTRACTOR with all of its responsibilities hereunder including the provision of signed waivers of lien from CONTRACTOR, its subcontractors and suppliers; the posting of a twenty-five percent (25%) maintenance bond by the CONTRACTOR insuring the Project for a period of two (2) years from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

The CITY reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

The CONTRACTOR agrees that, if and when requested to do so by the CITY, it shall furnish such information, evidence and substantiation as the CITY may require with respect to the nature and extent of all obligations incurred by the CONTRACTOR for or in connection with the Work, all payments made by the CONTRACTOR thereon, and the amounts remaining unpaid and the reasons therefore.

The CONTRACTOR warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the CITY either by incorporation in construction or upon receipt of any payment for the same by the CONTRACTOR, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the CONTRACTOR, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an agreement or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the CONTRACTOR or such other entity or person.

With each Application For Payment the CONTRACTOR shall certify to the CITY that the Work, for which payment is requested, has been fully completed in accordance with the Contract Documents; that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and that the CONTRACTOR has no claim outstanding against the CITY related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the CITY prior to the filing of such Application For Payment. If requested to do so, the CONTRACTOR will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the CITY.

The CONTRACTOR's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

It is further agreed that so long as the CONTRACTOR fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the CONTRACTOR shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the CONTRACTOR fully and satisfactorily complies with all such directions.

If any of the following occurs: (1) a claim or lien is made or filed with or against the CITY, the Project, or the Project funds by any person claiming that the CONTRACTOR or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the CITY might become liable and which is chargeable to the CONTRACTOR; (3) the CONTRACTOR or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the CONTRACTOR fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the CITY shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the CITY for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, including legal fees and disbursements, which may be sustained or incurred in connection therewith. The CITY shall have the right to apply and charge against the CONTRACTOR so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the CONTRACTOR shall be liable for the difference and promptly pay the same to the CITY. No person shall have any right or claim by reason of the CITY's failure or refusal to withhold monies. No interest shall be payable by the CITY on any amounts withheld under this provision.

This provision is not intended to limit or in any way prejudice any other right of the CITY.

No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials, nor shall it release the CONTRACTOR from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the CITY constitute acceptance of the Work or any part thereof.

#### **ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS**

The CONTRACTOR shall, within thirty (30) days after its receipt of payment from the CITY, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the CONTRACTOR and paid by the CITY.

The CONTRACTOR shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors, (second tier subcontractors), whether for labor performed or materials furnished, within thirty (30) days after such contractor or subcontractor is paid by the CONTRACTOR an amount that includes payment for labor or materials furnished by such second tier subcontractor.

The CITY shall have no obligation to pay directly or to be responsible in any way or under any circumstances for payment to a contractor,

subcontractor, employee, agent or representative of the CONTRACTOR.

No progress payment or partial or entire use or occupancy of the Project by the CITY shall constitute an acceptance of Work which does not comply with the Contract Documents.

#### **ARTICLE 11. FINAL PAYMENT**

Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the CITY accepts the Project and approves of all the Work performed hereunder; (2) the CONTRACTOR submits the following documents satisfactory to the CITY (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the CITY or CITY's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if any, to final payment; (c) a certificate that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory two (2) year maintenance bond posted with the CITY insuring the Project for a period of two (2) years from the date of final completion; (e) all required manufacturers' certification that all products and materials have been properly installed and/or incorporated into the Project and issuance of all applicable manufacturers' warranties for same; (f) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the CITY, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the CONTRACTOR, in a form satisfactory to the CITY, of a general release running to and in favor of the CITY; (g) all required Certified Payrolls acceptable to the State of Connecticut Department of Labor; and (h) all Change Orders with sufficient backup/documentation acceptable to the CITY. Should any claim be made or other obligation arise after final payment is made, the CONTRACTOR shall refund to the CITY all expenses paid by the CITY to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or recovered thereon and all costs and expenses, including legal fees and disbursements, incurred in connection therewith.

If the CONTRACTOR cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the CITY, the CONTRACTOR may furnish a bond satisfactory to the CITY promising to indemnify the CITY against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the CITY, the CONTRACTOR shall reimburse the CITY for moneys the CITY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Final payment being tendered by the CITY shall constitute a waiver of claims by the CITY except those arising from:

- A. unsettled liens;
- B. faulty or defective Work or materials;

C. failure of the Work or materials to comply with requirements of the Contract Documents; or

D. terms of special warranties provided by the CONTRACTOR, its suppliers, or its subcontractors, or within the Contract Documents.

E. claims arising after the authorization of any payment.

Acceptance by the CONTRACTOR, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the CITY from any and all claims of any liability or responsibility to the CONTRACTOR for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the CITY or any of its officers, agents, or employees unless the CONTRACTOR serves a detailed and verified statement of claim upon the CITY prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The CONTRACTOR's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

#### **ARTICLE 12. FINAL ACCEPTANCE OF WORK**

When, in the opinion of the Director, the CONTRACTOR has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the CONTRACTOR, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the CITY shall thereupon notify the CONTRACTOR in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the CITY has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

#### **ARTICLE 13. SAFETY**

The CONTRACTOR agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The CONTRACTOR shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

The CONTRACTOR shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the CITY and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The CONTRACTOR shall, immediately upon receiving written notice from the CITY, stop any part of the Work which is deemed unsafe and proceed to take down all

portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or the Plans, Specifications or other Contract Documents. The CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The CONTRACTOR agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the CONTRACTOR neglect to take such corrective measures, the CITY may do so at the cost and expense of the CONTRACTOR and may deduct the cost thereof from any payments due or to become due to the CONTRACTOR.

Notwithstanding the foregoing, CONTRACTOR shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the CITY. Nothing set forth herein, nor any action or failure to act by the CITY, shall relieve the CONTRACTOR of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

#### **ARTICLE 14. LABOR AND EMPLOYMENT REGULATIONS**

Pursuant to Connecticut General Statutes, Section 31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract concerns a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the CONTRACTOR is a party.

The CONTRACTOR shall include the foregoing provision in all subcontracts entered into pursuant to this Contract or related to this Project.

Pursuant to Connecticut General Statutes, Section 31-53, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000.00) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000.00) or more:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund described in Section 31-53(h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the CITY of Norwalk. Any contractor who is not obligated by agreement to make a payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

In the event that the CITY determines that any mechanic, laborer or workman employed by the CONTRACTOR or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the CITY may, by written notice to the CONTRACTOR, terminate the CONTRACTOR's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the CITY may prosecute the Work to completion by contract or otherwise and the CONTRACTOR and its sureties shall be liable to the CITY for all costs incurred thereby in excess of the compensation to be paid under this Contract.

#### **ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT**

The CITY may at any time and for any reason terminate this Contract for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination for convenience, the CONTRACTOR shall be paid an amount that shall compensate the CONTRACTOR for the portion of the Work satisfactorily performed prior to termination. Such amount shall be fixed by the CITY after consultation with the CONTRACTOR, and shall be subject to audit by the CITY's Comptroller.

In the event the CITY determines that there has been a material breach by the CONTRACTOR of any of the terms of the Contract; the CONTRACTOR refuses or has failed to perform the Work or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof; the CITY determines that the Work hereunder is not being performed according to the Contract; the CONTRACTOR at any time refuses or neglects to supply a sufficient number of skilled workers or materials of the proper quality and quantity; the CONTRACTOR fails in any respect to prosecute the Work with promptness and diligence; the CONTRACTOR causes by any act or omission the stoppage, delay, or damage to the Work of any other contractors or subcontractors on the Project; the CONTRACTOR fails in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; there is filed by or against the CONTRACTOR a petition in bankruptcy or for an arrangement or reorganization; or the CONTRACTOR becomes insolvent or is adjudicated bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or makes a general assignment for the benefit of creditors, or otherwise acknowledges insolvency, the CITY has the right, power and authority to terminate this Contract

for cause upon providing the CONTRACTOR three (3) days written notice. Said notice is provided for the purposes of allowing the CONTRACTOR the opportunity to wind down its operations and is not intended to provide the CONTRACTOR with the opportunity to cure.

In the event the CITY terminates the Contract for cause, the City may proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project. Furthermore, the CONTRACTOR shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the CITY, as evidenced by written acceptance signed by the Director. Conversely, the CONTRACTOR shall be obligated to pay the CITY the cost of completing the Work to the satisfaction of the CITY and of performing and furnishing all labor, services, materials, equipment, and other items required therefore, but also all losses, damages, costs and expenses, (including legal fees and disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the CONTRACTOR and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the CONTRACTOR's default. If such costs and expenses and other charges exceed the amount otherwise due the CONTRACTOR, such excess amount shall be charged to and promptly paid by the CONTRACTOR to the CITY. In computing the amounts chargeable to the CONTRACTOR, the CITY shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the CONTRACTOR shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

The CITY also shall have the right to suspend the CONTRACTOR's performance under this Contract at any time and for any reason that the CITY deems in its best interest. Should the CITY reactivate the performance of the Project, in whole or in part, within one (1) year from the time of suspension, any fees paid to the CONTRACTOR pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation, and payment for all remaining work shall be made in accordance with this Contract without adjustment. Should reactivation occur after a period of suspension exceeding one (1) year but not sooner, the CONTRACTOR and the CITY may renegotiate the Contract based upon current conditions or the CONTRACTOR or the CITY may unilaterally elect to terminate the Contract.

Termination or suspension under this section shall not give rise to any claim against the CITY for damages or compensation in addition to that provided hereunder.

#### **ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS**

The Work shall be performed and furnished under the direction and to the satisfaction of the CITY and, where appropriate, its Architect or Engineer. The CONTRACTOR shall be responsible for identifying any ambiguity in, or difference in interpretation of the plans, specifications or other Contract Documents, or between or among any of them, and immediately submitting the issue to the CITY, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the

parties. The CITY will furnish to the CONTRACTOR any additional information and Plans as may be prepared to further describe the Work and the CONTRACTOR shall conform to and abide by the same.

Notwithstanding the dimensions on the Plans, Specifications and other Contract Documents it shall be the obligation and responsibility of the CONTRACTOR to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

The CONTRACTOR shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the CONTRACTOR of its obligation to perform the Work according to the Plans, Specifications, the Special Conditions, Addenda and all other Contract Documents, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

The CONTRACTOR's submission of a shop drawing shall constitute the CONTRACTOR's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefore.

Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the CONTRACTOR shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the CITY in writing and allow the CITY a reasonable time to have such improper conditions and defects remedied.

#### **ARTICLE 17. REJECTED WORK AND MATERIAL**

In the event the CITY finds that the materials furnished, the finished Project or the Work performed hereunder by the CONTRACTOR, for any reason, does not conform with the requirements of the Contract Documents including any performance and Project specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the CITY, by and at the expense of the CONTRACTOR.

The CONTRACTOR agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the CITY and replace the same with Work or material satisfactory to the CITY. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

#### **ARTICLE 18. LAWS, PERMITS, AND LICENSES**

The CONTRACTOR shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay

all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the CITY. CONTRACTOR shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

The CONTRACTOR shall at any time upon demand furnish such proof as the CITY may require showing such compliance and the correction of such violations. The CONTRACTOR agrees to save harmless and indemnify the CITY, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses, including legal fees and disbursements, caused or occasioned directly or indirectly by the CONTRACTOR's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations thereof in connection with the performance of Work.

#### **ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY**

The CONTRACTOR agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, gender, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the CONTRACTOR that such disability prevents performance of the work involved. The CONTRACTOR further agrees to take affirmative action to insure that applicants with job-related qualifications are fairly employed and that employees are treated in a fair and nondiscriminatory manner.

The CONTRACTOR agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

#### **ARTICLE 20. SUCCESSORS AND ASSIGNS**

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the CONTRACTOR nor shall the CONTRACTOR's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

#### **ARTICLE 21. RESPONSIBILITY FOR THE SITE**

At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the CONTRACTOR shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the CONTRACTOR or anyone employed by it in

the performance of the Work, however caused. Accordingly, the CONTRACTOR shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean", and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the CONTRACTOR fail to perform any of the foregoing to the CITY's satisfaction, the CITY shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the CONTRACTOR.

## **ARTICLE 22. INSURANCE**

The CONTRACTOR agrees to obtain at its own cost and expense all insurance required by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the CONTRACTOR's responsibilities hereunder. Before commencing the Project, the CONTRACTOR shall furnish the CITY's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the CITY. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the CITY by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

## **ARTICLE 23. INDEMNIFICATION**

The CONTRACTOR expressly agrees to at all times indemnify, defend and save harmless the CITY of Norwalk and its respective officers, agents and employees, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the CONTRACTOR, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The CONTRACTOR shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

The CITY may withhold from any payment due or to become due to the CONTRACTOR an amount sufficient in its judgment to protect and indemnify the CITY, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the CONTRACTOR of its duty to defend the CITY or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the CONTRACTOR, the CITY, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Contract, CONTRACTOR hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

#### **ARTICLE 24. SUBCONTRACTING AND ASSIGNMENTS**

The CONTRACTOR shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

In the event that the CITY approves of the hiring of subcontractors or subconsultants to pursue the Project, the CONTRACTOR agrees to cooperate as fully as possible with the CITY and any and all such subcontractors and subconsultants in the interests of the Project. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the CITY to agree in a written contract to observe and be bound by all obligations and conditions of this Agreement to which CONTRACTOR is bound hereby including the requirements regarding insurance and indemnification.

Each subcontract agreement shall preserve and protect the rights of the CITY and the Project Architect/Design Engineer, under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the CONTRACTOR that the CONTRACTOR has against the CITY pursuant to the Contract Documents.

Nor shall CONTRACTOR assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the CITY in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event CONTRACTOR assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the CITY of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the CITY until the CITY provides its written consent to such Assignment. CONTRACTOR agrees that any such Assignment shall not relieve the CONTRACTOR of any of its agreements, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a

contractual relationship or a third party beneficiary relationship of any kind between the CITY and assignee or transferee. CONTRACTOR further agrees that all of the CITY's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized representative. CONTRACTOR hereby agrees to indemnify, defend and hold harmless the CITY from and against any and all loss, cost, expense or damages that the CITY has or may sustain or incur in connection with such Assignment.

#### **ARTICLE 25. WARRANTY**

The CONTRACTOR hereby warrants to the CITY that all of the Work shall be in conformance with the Plans, Specifications, and all Contract Documents and shall be of good quality and free from any faults and defects.

The CONTRACTOR shall remove, replace and/or repair at its own expense and at the convenience of the CITY any portion of the Work, materials or equipment which, at any time up until two (2) years from the date of final acceptance of the Work hereunder, the Architect or the CITY shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or the plans, specifications or other Contract Documents, and the CONTRACTOR, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

Without limiting the generality of the foregoing, the CONTRACTOR warrants to the CITY that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the other Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the CITY's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by CONTRACTOR at its own cost and expense. All warranties contained in this Contract and in the Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

#### **ARTICLE 26. NOTICE OF CLAIMS**

Claims by either party must be in writing and sent within thirty (30) days following the occurrence of an event giving rise to the claim or within thirty (30) days after the claimant first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the other party at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the claimant's information.

## **ARTICLE 27. LIQUIDATED DAMAGES**

It is understood by the parties that timely completion of the Project is essential. Failure of the CONTRACTOR to complete the Project by the date stated herein will result in the CITY and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time.

Therefore, the parties agree that, if the CONTRACTOR fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the CONTRACTOR, the sum of **TWO HUNDRED DOLLARS (\$200.00)** for each and every calendar day, including Saturdays and legal holidays, that the Project remains incomplete in accordance with Article 5 of this Agreement. This sum shall not be imposed as a penalty, but as liquidated damages due the CITY from the CONTRACTOR by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

## **ARTICLE 28. GENERAL PROVISIONS**

A. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the CITY for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the CITY beyond such moneys as are properly made available and appropriated for the Project.

B. The relationship of the CONTRACTOR to the CITY is that of an independent CONTRACTOR. The CONTRACTOR covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the CITY by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

C. The CONTRACTOR hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the CONTRACTOR be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The CONTRACTOR further agrees to include the foregoing certification in any subcontract or purchase order which it may enter into in furtherance of the Work contemplated hereunder.

D. No member of the governing body of the CITY, and no other officer, employee, or agent of the CITY, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Norwalk; and the CONTRACTOR covenants that no person having such interest shall be employed in the performance of this Contract.

E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

F. The CONTRACTOR shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

J. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the City:**

\_\_\_\_\_  
\_\_\_\_\_  
City Hall, P. O. Box 5125  
Norwalk, Connecticut 06856-5125

**With a copy to:**

Office of Corporation Counsel  
City Hall, P.O. Box 798  
Norwalk, Connecticut 06856-0798

**To the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

K. The CONTRACTOR represents to the CITY as follows:

That the CONTRACTOR is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

That the CONTRACTOR has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

That it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder; and

That this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONTRACTOR hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

L. The City of Norwalk's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the CITY are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The CITY reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Norwalk. By reserving this right the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the CONTRACTOR hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

**IN WITNESS WHEREOF**, this agreement has been executed in four (4) counterparts by the CITY, acting by and through its Mayor, who has caused the seal of his office to be affixed hereto, and the CONTRACTOR has duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

**Witnesses' signatures:**

**CITY OF NORWALK**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Harry W. Rilling  
Mayor  
Duly Authorized

**Witnesses' signatures:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Its Member

By: \_\_\_\_\_  
\_\_\_\_\_  
Duly Authorized

(Affix corporate seal of  
contractor if a corporation)

APPROVED AS TO FORM:  
CORPORATION COUNSEL OFFICE

By: \_\_\_\_\_

APPROVED AS TO  
AVAILABILITY OF FUNDS:

By: \_\_\_\_\_  
Comptroller

Date: \_\_\_\_\_

#### **1.4 INSURANCE RIDER**

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

#### **ALL POLICIES SHALL INCLUDE A WAIVER OF SUBROGATION.**

#### **Minimum Scope and Limits of Insurance:**

**Workers' Compensation insurance:** With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000.00) coverage for each accident, One Hundred Thousand Dollars (\$100,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Two Million Dollars (\$2,000,000.00).

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00) coverage per accident for bodily injury and property damage.

**Umbrella/Excess Liability:** With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

**Environmental Liability:** If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability - CPL-) insurance in the amount of Two Million Dollars (\$2,000,000.00) per claim limit and Two Million Dollars

(\$2,000,000.00) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

**Errors and Omissions/Professional Liability:** With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor, its employees or any subcontractors or subconsultants performing any professional services under this Agreement, the Contractor shall carry One Million Dollars (\$1,000,000.00) coverage per claim.

**"Tail" Coverage:** If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City. Additionally, all carriers are subject to approval by the City of Norwalk and/or the Norwalk Board of Education, as appropriate.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

**Aggregate Limits:** Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City.

All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided or cancelled before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the CITY thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the CITY related to the Contractor's services.

**Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

**Certificate of Insurance:** As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

**Waiver of requirements:** The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

**End of Section One**

## **SECTION 2 - PROJECT SPECIFICATIONS**

### **TECHNICAL SPECIFICATIONS**

(Note: Page numbering in this section is not sequential with other sections within this document)

Environmental Company

Big East Environmental, LLC  
68 Water Street, Unit F  
Norwalk, CT 06854  
Steve DiNapoli, LEED AP, CMC  
Environmental Professional  
O.203.354.4955 office  
[www.bigeastlabs.com](http://www.bigeastlabs.com)

## TECHNICAL SPECIFICATIONS

### 1. GENERAL CONDITIONS

The Contractor is alerted to the fact that some existing equipment at the site may have to be temporarily removed and reinstalled to facilitate the work. Utilities will have to be worked around. The Contractor shall take into account any such work in the preparation of his bid. The Contractor is responsible for contacting and obtaining a "Call Before You Dig" number.

All work associated with this contract shall be completed within sixty (60) calendar days from the date of the issuance of the Purchase Order. The Contractor shall submit to the City Engineering Department a detailed construction schedule prior to the start of any work.

It shall be the responsibility of the Contractor to perform all work included under this bid in a manner that will provide for the least inconvenience of the City employees, patrons, and the public in general. At no time shall the work inhibit the free flow of the public, City personnel or equipment without prior approval of the Director of Public Works.

Contractor must have removed, repaired, and installed similar type tanks for a minimum of two years and shall have completed a minimum of five removals similar to the work included under this Contract. Include at least two of these removals as references.

### 2. SOIL / GROUNDWATER TESTING AND CONFORMANCE:

The City of Norwalk has retained the services of an Environmental Consultant to oversee the removal and perform all soil and/ or groundwater testing and reporting for the project. All tank removals must be accompanied by a closure report which includes sampling of soils (and potentially groundwater) to verify that petroleum/CERCLA chemical releases have not occurred, as defined in the Remediation Standard Regulations (Section 22a-133(k)-1 through 22a-133(k)-3 of RCSA).

Before permanent closure is completed, the City Environmental Consultant shall measure for the presence of a release where contamination is most likely to be present at the UST site. Such measurements shall include but not be limited to the selection of samples for analysis to determine the presence of a release where contamination is most likely to be present at the UST site. Such samples and measurements shall be conducted in a manner to determine compliance with all applicable laws and regulations. In selecting sample types, sample locations, and measurement methods, owners and operators shall consider the method of closure, the nature of the stored substance, the type of backfill, the depth to ground water, and other factors appropriate for identifying the presence of a release. Sample collection and analysis shall comply with appropriate chain-of-custody procedures to ensure sample integrity and all samples shall be analyzed by a laboratory certified by the Connecticut Department of Public Health to perform such analyses.

All tests will be made at a certified testing firm by the city's environmental consultant. Tests will be made in accordance with the latest revision to the standard method of American Association of State Highway and Transportation Officials, the American Society for Testing and Materials, or other standards as stated in the specifications.

Any materials incorporated in the work prior to the submission of materials certificates and certificates of compliance shall be considered as defective and unauthorized and shall be removed and replaced.

The Contractor shall submit all site materials certificates, and when required by the City Environmental Consultant, submit samples, certified test reports, affidavits, etc., promptly after award of the Contract and acceptance of the Contractor's bonds. The Contractor shall furnish the requested samples without charge.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specification.

Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with the Contract requirements.

The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken by the City Environmental Consultant.

No separate payment will be made for Testing and Conformance. Any costs incurred from the performed tests should be included in the prices for the items in the Proposal.

### 3. MAINTENANCE AND PROTECTION OF TRAFFIC:

The access driveway for the City vehicles may not be restricted for emergency responses. The staff parking lot may be restricted during the construction period but must be opened at the end of each day. The parking lot must be made passable as soon as possible. Crushed stone may be used as a temporary road surface for short periods of time as approved by the Engineer.

Access for the City personnel must be maintained. Parking spaces may only be restricted with the approval of the City.

The Contractor shall maintain and protect traffic in the project area in accordance with the requirements and regulations of the applicable State and Local Regulatory Agencies and these Specifications. It shall be the sole responsibility of the Contractor to warn the State and Local Regulatory Agencies (including but not limited to the Police & Fire) at least 72 hours in advance of changes in traffic patterns due to the reduction of pavement widths or other traffic obstructions. The Contractor shall furnish, install, maintain, adjust, and remove all signs, suitable barricades, flashers, and traffic cones, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the approval of all the State and Local Regulatory Agencies.

The cost associated with this item shall be included in the bid items.

#### 4. SITE PREPARATION, CLEANUP & MISCELLANEOUS WORK:

Work under this item shall consist of, but not be limited to, all labor, material, equipment, tools required for clean-up and restoration; erosion/sediment control and water pollution control (soil erosion), disposal of materials; dust control using water or other approved means; mobilization and demobilization; material testing; Disposal of surplus materials; etc.; and all other work necessary to complete this Contract; as ordered by the Engineer.

Any items which are to be removed, stored, relocated, and/or replaced which are damaged by the contractor shall be replaced by the Contractor at no cost to the City.

Upon completion of the work under this contract, the entire work area shall be cleared of all construction debris and shall be restored to as near to the original condition as possible.

No separate payment will be made for any labor, equipment, materials or incidentals necessary for the performance of this work. The cost of this work should be included in the unit prices for payment items in this contract.

#### 5. PRODUCT DELIVERY, STORAGE AND HANDLING

Ship, store and handle the tanks, piping, hardware and all appurtenant items in strict compliance with Federal, State and local instructions.

Protect the tanks and piping adequately against damage that may cause spillage or contamination, and other hazards before, during and after removal.

Deliver the tanks, pumps, contaminated soil, and piping to a licensed disposal facility. The names of any disposal facilities are to be included in the submittals.

At no time may the storage of materials or equipment, hinder or obstruct the public, or City employees. The Contractor shall arrange a storage area with the Director of Public Works prior to the delivery of said materials. Access for emergency vehicles to and from the site must be maintained.

#### 6. INSPECTION

The Contractor will be required to inspect existing site before and after having the tanks, pumps, and piping removed. All site work required to return the site to pre-construction conditions is considered part of this contract.

All inspections and testing as required by current federal, state and local regulations is required under this contract. All testing is to be conducted by a state certified company.

All City of Norwalk, state, federal and other building permits are considered part of the contract. The cost of the permits is to be included in other parts of the work. Local permit fees are not waived.

#### 7. PREPARATION

Do not leave any openings uncovered at the end of the working day, during any precipitation or during cold weather.

Remove existing work carefully so as to avoid damage to the existing structure, utilities or other work to remain, in conformance with all State, Federal, local, and other applicable regulations.

#### 8. CONSTRUCTION LAYOUT:

Construction layout shall be the responsibility of the Contractor. The City of Norwalk Department of Public Works will provide no Construction Layout services for this contract.

#### 9. CONTRACTOR SITE VISIT:

Prior to bidding the Contractor shall visit the site and confirm existing field conditions. The Contractor shall complete the "Contractor Site Verification Form" and submit it with his base bid.

#### 10. UTILITY POLES

Utility poles if necessary shall be supported by the respective utility company. The Contractor is responsible for contacting the utility company to schedule the work. Cost for this item shall be paid for under general work.

#### 11. COORDINATION WITH PUBLIC UTILITIES:

Contractor shall obtain a Call Before You Dig number. If public utilities are encountered during the construction of the Contract, the Contractor will coordinate relocation and/or replacement of the pole, service, or main with the utility. The unit price shall include any additional work to conduct work around existing structures such as manholes, catch basins, curbing, etc.

The City will not provide additional compensation for lost time, down time or demobilization and remobilization due to conflicts from utilities.

#### 12. WORK SCHEDULE/PROJECT PHASING

All work under this contract shall be completed within sixty (60) calendar days from the date of the issuance of the purchase order.

Liquidated damages of five hundred dollars (\$500.00) per day shall be paid by the contractor to the City for each calendar day, or portion thereof, over the contract time frame that work is not completed.

The Contractor shall submit to the City of Norwalk a detailed construction schedule prior to the start of any work.

Work days lost due to inclement weather shall not be counted towards the forty five (45) day contract time frame.

The normal workday shall be considered as any eight (8) hour period falling between 7:00 am and 5:00 pm, Monday through Friday, exclusive of holidays. Special clearance will be required for work outside these times.

#### 13. DUST CONTROL:

Contractor is responsible for maintaining dust control at all times during the contract time including weekends. If adequate dust control is not provided by the Contractor, the city reserves the right to obtain a third party contractor to provide dust control. The cost of said work will be deducted from the Contract. The City Engineering Department shall determine what is considered "adequate" for dust control.

#### 14. DRIVEWAY ACCESS:

The City of Norwalk recognizes that access to driveways will be restricted during work.

## 311000 UNDERGROUND FUEL TANK REMOVAL

### PART 1 – GENERAL:

#### 1.1 SCOPE OF WORK

A. The Contractor shall furnish the labor, materials, equipment, excavation, appliances, services and hauling, and perform operations in connection with the removal and disposal of:

- Two (2) 10,000 gallon diesel fuel fiberglass underground storage tanks
- One (1) 2,000 gallon #2 fuel oil steel underground storage tank
- One (1) 500 gallon waste oil steel underground storage tank

Contractor shall provide costs for proper decontamination and removal of all contents of the underground storage tanks. In the event of soil contamination contractor shall also provide a per ton price to excavate, transport, and dispose of contaminated soils.

The City of Norwalk will be removing all usable product from the 2-diesel tanks and #2 fuel oil tank prior to the start of the project. Removal of sludge and water in these tanks will be the responsibility of the contractor. The handling of all contents of the 500 gallon waste oil tank will be the responsibility of the contractor.

Contractor shall also supply costs associated with the backfilling and re-paving (asphalt) of the excavation areas. Costs shall include compaction testing.

The location of the tanks are as follows (site photo attached):

10k gallon USTs – Off northwest corner of structure.

2k gallon UST – Off north side of structure.

500 gallon UST – Off north side of structure.

Removal shall encompass the removal and disposal of any sludge, water, the underground storage tank, removal and disposal of all piping and equipment, from tanks to the building penetration, fill and vent piping, fill boxes, vent caps, pumps, controls, valves, piping, gauges and equipment, excavation, backfill, and re-paving. The piping for the 10k gallon tank to the generator is a 1inch pipe bushed down to 3/8" feeding the fuel filter housing.

B. All tanks and piping systems shall be tested for tightness prior to removal in accordance with the manufacturer's requirements, local, state and federal codes. Where called for, the existing sniff wells are to be retained and restored.

#### 1.2 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Special Specifications apply to this section.

B. Requirements of the following sections apply to this section:

1. Contaminated Material Removal

#### 1.3 QUALITY ASSURANCE:

- A. All work shall be done in strict accordance with NFPA #30 & #31, BOCA Mechanical Code, the Local Fire Marshal, the Norwalk Building Department, the State of Connecticut Department of Environmental Protection, Manufactures / Suppliers Specifications, and other governing standards; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.
- B. The Contractor shall obtain, complete and submit all required Department of Environmental Protection, Federal, State and local forms, (City of Norwalk, Building Department and Fire Marshal's Licenses and Inspections,) permits, etc., required for the removal of the underground gasoline fuel and fuel oil tank systems and piping systems. The Contractor shall pay all permit fees and taxes, which will be considered included in the bid prices. All inspections require a minimum of 72 hours notice.
- C. The Contractor shall have and maintain all licenses required for underground storage tank removal (of the type included in this bid) in the State of Connecticut during the entire duration of the project. License numbers and copies of the certificates are to be provided. Unlicensed workmen will not be allowed on site as required by the current state building codes. All workmen on the site are to have their current licenses available for inspection by local and state inspectors at all times.
- D. The Contractor shall have the responsibility of notifying and coordinating all the work with the appropriate local and state officials, including the City of Norwalk Fire and Building Departments and the Connecticut DEEP. All inspection and registration fees will be paid by the Contractor and will be considered included in the bid price(s). The Contractor shall provide the Engineer with copies of all permits when issued. All inspections require a minimum of 72 hours notice unless additional time is required by the regulatory agency.
- E. The Contractor shall examine the Details / Plans / Sketches and Specifications to determine the extent of the work. The Contractor shall visit the sites and familiarize himself with the project and local conditions before submitting a bid. The Contractor will be held responsible for any assumptions made thereof.
- F. When there is a discrepancy between the above referenced standards and requirements, the more stringent requirement will govern.

## PART 2 – PRODUCTS

### 2.01 SUBMITTALS:

- A. Submit five (5) copies of disposal records of all tanks, pumps, piping, valves, soil, etc., to the Engineer. Clean and contaminated materials are to be segregated. If the clean and contaminated materials are combined, the City will not pay for the clean materials disposed and there will be no further compensation for fill material in place of the clean material.
- B. The Contractor shall provide the City with an approved written site safety plan to be approved by the Engineer prior to the start of any work. The safety plan should outline, in detail, spill control methods and work site barriers as a minimum.
- C. Provide the name and current state certification of the treatment facility where the

contaminated soil will be disposed.

### PART 3 – EXECUTION:

#### 3.1 GENERAL:

- A. The Fire Marshal is required to inspect the area after excavation. The Contractor is required to contact the Fire Marshal a minimum of three (3) working days prior to the site inspection. No extra for delays will be given for not contacting the appropriate inspectors in sufficient time.
- B. The tank graves will be tested per CT DEEP testing protocols upon removal for the presence of contamination. Testing shall be completed by the City of Norwalk's Environmental Consultant. If contaminated material is found, handle the material in accordance with other sections of this contract.
- C. Excavate all areas as required to perform all work required. Excavation shall be to proper depth and width to allow for the removal of pad, footings, gravel base, tank installation, old piping, etc. In general, excavation shall be cut as required for the removal of anchor pad or deadmen with no undercutting permitted.
- D. Remove from the site all excavated materials not required for filling. If stock piling is used, protect all piles with a minimum of silt fence and / or haybales.
- E. If contamination is not found, no further excavation will be required.
- F. If contaminated soil is found, handle the soil according to the Contaminated Material Removal section of these specifications.
- G. The contractor will contact the Environmental Consultant to measure the hole and any stockpiled contaminated material to verify yardage removed. All test results are to be forwarded to the Consultant.
- H. The hole is to be filled with clean compacted material to grade. The cost of the fill will be included in the cost to remove the tank. The fill required after removal of contamination will be included in the cost to dispose the contaminated material.

#### 3.2 PROTECTION:

- A. Protect existing utilities and relocate only as required for tank removal. Any damage to existing utilities to be retained shall be repaired at the Contractor's expense.
- B. Protect existing structures, utilities, sidewalks, pavements and other facilities immediately adjacent to structural excavation from damage caused by settlement, lateral movement, undermining, washout and other hazards. Any damage to existing surfaces shall be repaired at the contractor's expense.
- C. The driveways and sidewalks to the firehouses and pump stations are to remain open to emergency access at all times.

- D. Provide and maintain pumps, sumps, suction and discharge lines, settling basins, and other dewatering system components necessary to convey the water away from excavations. Permits for water disposal are the responsibility of the contractor.
- E. Contractor shall furnish, install and maintain such sheeting, shoring and bracing as may be required to support sides of excavation and to prevent any movement which could in any way injure new work or endanger adjacent structures. Shoring shall be left in place, and cleanly trimmed just below finished grade.

### 3.3 REMOVAL OF EXISTING TANKS AND PIPING:

- A. Empty, remove and dispose of the existing fiberglass fuel tanks. Remove and dispose of the pumps, supply, return, vent, and fill piping, any concrete pads, paving and excavated material. Emptied fuel may be used for temporary facility supply, if required.
- B. Tank removal shall be observed by a representative of the Norwalk Fire Marshal's Office and the City of Norwalk's Environmental Consultant. The Contractor is required to contact the Fire Marshal a minimum of three (3) working days prior to the site inspection.
- C. Should any traces of fuel oil leakage be found, the Contractor shall contact the State D.E.E.P. Hazardous Spill Unit (860-424-3338) and as directed shall test the excavation for levels of contaminants. Based on the test results, the State D.E.E.P. Hazardous Wastes Division (860-424- 3338) will assign an approved dumpsite for any contaminants removed from the site. See other sections of this contract.
- D. Tank and pipe removal will be done in strict accordance with "The Connecticut Regulations for Control of Non-residential Underground Storage and Handling of Oil and Petroleum Products", and with the requirements of NFPA 30 and 31, and the local Fire Marshal. Tank disposal shall be performed in a manner approved by the regulating authorities.
- E. The City of Norwalk has retained a qualified independent environmental testing firm to have an inspector on site during the tank removal and to take samples for potential leakage.
- F. The Contractor shall remove and dispose of sludge's or water found in the tanks. The contractor shall also be responsible for the removal, transportation and disposal of any contents of the waste oil tank.

### 3.4 STRUCTURAL FILL:

- A. Structural fill shall be placed in eight inch (8") layers and compacted 95% of optimum density per AASHTO T-180 Specifications.

- B. All fill shall comply with the conform to the State of Connecticut - Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 815A or more current.
- C. Fill shall be placed to allow for additional work required in other sections of this contract.
- D. Compaction testing will be required. The contractor shall be responsible for compaction testing costs.

3.5 PIPING REMOVAL:

- A. Empty, remove and dispose of the existing piping from the existing tanks to the pumps, generator or furnace. Remove and dispose of the supply, return, and fill piping, any concrete pads, concrete flooring, pumps, paving and excavated material as necessary to conduct the work.
- B. Piping removal shall be observed by a representative of the Norwalk Fire Marshal's Office. The Contractor is required to contact the Fire Marshal a minimum of three (3) working days prior to the site inspection.
- C. Should any traces of fuel oil leakage be found, the Contractor shall contact the State D.E.E.P. Hazardous Spill Unit (860-424-3338) and as directed shall test the excavation for levels of contaminants. Based on the test results, the State D.E.E.P. Hazardous Wastes Division (860-424-3338) will assign an approved dumpsite for any contaminants removed from the site. See other sections of this contract.
- D. Pipe removal will be done in strict accordance with "The Connecticut Regulations for Control of Non-residential Underground Storage and Handling of Oil and Petroleum Products", and with the requirements of NFPA 30, Appendix B, and the local Fire Marshal. Disposal shall be performed in a manner approved by the regulating authorities.

## 312000 CONTAMINATED MATERIAL REMOVAL

### PART 1 – GENERAL

#### 1.1 SCOPE OF WORK:

- A. The Contractor shall furnish the labor, materials, equipment, excavation, appliances, services and hauling, and perform operations in connection with the removal of the tanks, pumps, piping, and associated structures including, but not limited to contaminated soil excavation, stockpiling, removal and disposal, disposal of all tanks, piping and equipment, from tanks to pumps, fill and vent piping, fill boxes, vent caps, pumps, controls, valves, piping, gauges and equipment, backfill, paving, reinforced concrete, and all other incidental construction as shown on Plans and/or as ordered by the Engineer.

#### 1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Special Specifications apply to this section.
- B. Requirements of the following sections apply to this section:
  - 1. Underground Storage Tank Removal

#### 1.3 QUALITY ASSURANCE:

- A. All work shall be done in strict accordance with NFPA #30 & #31, the Local Fire Marshal, the State of Connecticut Department of Environmental Protection, Manufactures / Suppliers Specifications, and other governing standards; as required by first-class construction practice for work of this type; and/or as directed by the Engineer.
- B. The Contractor shall obtain, complete and submit all required Department of Environmental Protection, Federal, State and local forms, (City of Norwalk, Building Department and Fire Marshal's Licenses and Inspections, EPHM-6) permits, etc., required for the removal of the underground gasoline fuel and fuel oil tank systems and piping systems. The Contractor shall pay all permit fees and taxes, which will be considered included in the bid prices. All inspections require a minimum of 72 hours notice.
- C. All new and old tanks, equipment, and piping materials are to be physically inspected and air tested before and after being removed. A failure determination test is to be conducted on each tank prior to re-piping. Any defects observed shall be immediately brought to the attention of the Engineer. It shall be the sole responsibility of the Contractor to correct any deficiencies, in strict accordance with manufacturer recommendations and local building codes, at no cost to the City.
- D. Contractor shall be in compliance with CT DEEP regulations stating that "all UST systems must have corrosion-resistant components AND cathodic protection."
- E. The Contractor shall have and maintain all licenses required for underground storage tank removal (of the type included in this bid) in the State of Connecticut during the entire duration of the project. License numbers and copies of the certificates are to be provided. Unlicensed

workmen will not be allowed on site as required by the current state building codes. All workmen on the site are to have their current licenses available for inspection by local and state inspectors at all times.

- F. The Contractor shall have the responsibility of notifying and coordinating all the work with the appropriate local and state officials, including the City of Norwalk Fire Department and the Connecticut DEP. All inspection and registration fees will be paid by the Contractor and will be considered included in the bid price(s). The Contractor shall provide the Engineer with copies of all permits when issued. All inspections require a minimum of 72 hours notice unless additional time is required by the regulatory agency.
- G. The Contractor shall examine the Details / Plans / Sketches and Specifications to determine the extent of the work. The Contractor shall visit the sites and familiarize himself with the project and local conditions before submitting a bid. The Contractor will be held responsible for any assumptions made thereof.
- H. When there is a discrepancy between the above referenced standards and requirements, the more stringent requirement will govern.

## PART 2 – SUBMITTALS

### 2.01 SUBMITALS:

- A. Submit five (5) copies of disposal records of all tanks, pumps, piping, valves, soil, etc., to the Engineer. Clean and contaminated materials are to be segregated. If the clean and contaminated materials are combined, the City will not pay for the clean materials disposed and there will be no further compensation for fill material in place of the clean material.
- B. The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Engineer, all of which shall be subject to the approval of the Engineer.
- C. The Contractor shall provide the City with an approved written site safety plan to be approved by the Engineer prior to the start of any work. The safety plan should outline, in detail, spill control methods and work site barriers as a minimum.
- D. Provide the name and current state certification of the treatment facility where the contaminated soil will be disposed.
- E. The Contractor shall provide the City with permits, CT DEEP USTC Compliance Evaluation Form, EPHM-6, and final drawings after the work have been completed.
- F. The contractor shall submit to the City manufacturer data sheets and specifications for all installed equipment. The contractor shall provide a written statement stating that the new equipment has been installed according to the manufacturers specifications.

## PART 3 – EXECUTION

### 3.1 GENERAL:

- A. All excavated materials not required for filling shall be removed from the site. If stock piling is used, protect all piles with a minimum of silt fence and / or haybales. The work area/ demolition area shall be cleaned at the end of every work day.
- B. If the on-site testing firm does not find contamination, no further excavation will be required for the aboveground tanks. Additional excavation may be required for the underground tanks for proper installation as required by the manufacturer.
- C. If the on-site testing firm finds contaminated soil, the soil will be stockpiled, measured, sampled and tested off site by the independent laboratory. Measurements are to be taken of the excavated area prior to backfilling.
- D. The contaminated material cannot be removed from the site until measured for quantity and tested for the extent of contamination. All test results are to be forwarded to the Fire Marshall Office.
- E. Clean soil is to be segregated from contaminated soil during excavation. The material above the tank and piping will be considered clean unless otherwise demonstrated by the testing laboratory and witnessed during excavation.
- F. Clean material mixed in with the contaminated material will not be measured for payment.
- G. The contractor will contact the Environmental Consultant to measure the hole and the stockpiled contaminated material to verify yardage removed.
- H. The hole is to be filled with clean compacted material to grade. The cost of the fill will be included in the cost to remove the tank. The fill required after removal of contamination will be included in the cost to dispose the contaminated material.

### 3.2 STOCKPILING:

- A. The Consultant will designate the location of the stockpile individually for each site dependent on need. The Consultant may require stockpiling of contaminated material in a truck if the site is too tight to accommodate a pile. No additional compensation will be allowed for truck stockpiling.
- B. The stockpiles shall not interfere with employee access, wherever possible.
- C. The removed material will be temporarily stockpiled on a 3 mil. (minimum) plastic sheet and tarped to protect the material from rain.
- D. The stockpiles are to be ringed with haybales and/or silt fence.
- E. The stockpiles are to be removed within seven (7) days of contamination determination.

3.3 TESTING:

- A. Before permanent closure is completed, the City of Norwalk Environmental Consultant shall measure for the presence of a release where contamination is most likely to be present at each UST site. Such measurements shall include but not be limited to the selection of samples for analysis to determine the presence of a release where contamination is most likely to be present at the UST site. Such samples and measurements shall be conducted in a manner to determine compliance with all applicable laws and regulations.
- B. The CT DEEP considers the analytical methods (or alternative methods acceptable to the DEP) to be acceptable in accordance with Section 22a-449(d)-107, but additional analyses may be required. Analyses must be performed with analytical detection limits as below the criteria defined in the Remediation Standard Regulations (Section 22a-133(k)-1 through 133(k)-3 of the RCSA).

3.4 REMOVAL:

- A. Contaminated material shall be brought to an approved disposal facility for reuse.
- B. Material shall be handled in such a way as to minimize spillage. All spillage shall be swept and removed.
- C. All trucks removing material are to be counted and truck slips are to be submitted to the City.

## 313000 SITE RESTORATION

### PART 1 – GENERAL

#### 1.1 SCOPE OF WORK:

- A. The Contractor shall furnish the labor, materials, equipment, excavation, testing, appliances, services and hauling, and perform operations in connection with restoration of the work sites to a condition at least as good as existing.
- B. Restoration shall include but not limited to:
  - 1. All concrete pads overlying the UST's shall be removed in their entirety. All excavation areas shall be re-paved with asphalt (bituminous concrete). The asphalt shall conform to the following:
    - 2 – two inch courses, totaling 4 inches of asphalt product.

#### 1.2 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Special Specifications apply to this section.
- B. Requirements of the following sections apply to this section:
  - 1. Underground Storage Tank Removal

### PART 2 – PRODUCTS

#### 1.01 MATERIALS:

- A. Materials will conform to the State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction.

### PART 3 – EXECUTION

#### 3.1 BACKFILLING AND FILLING:

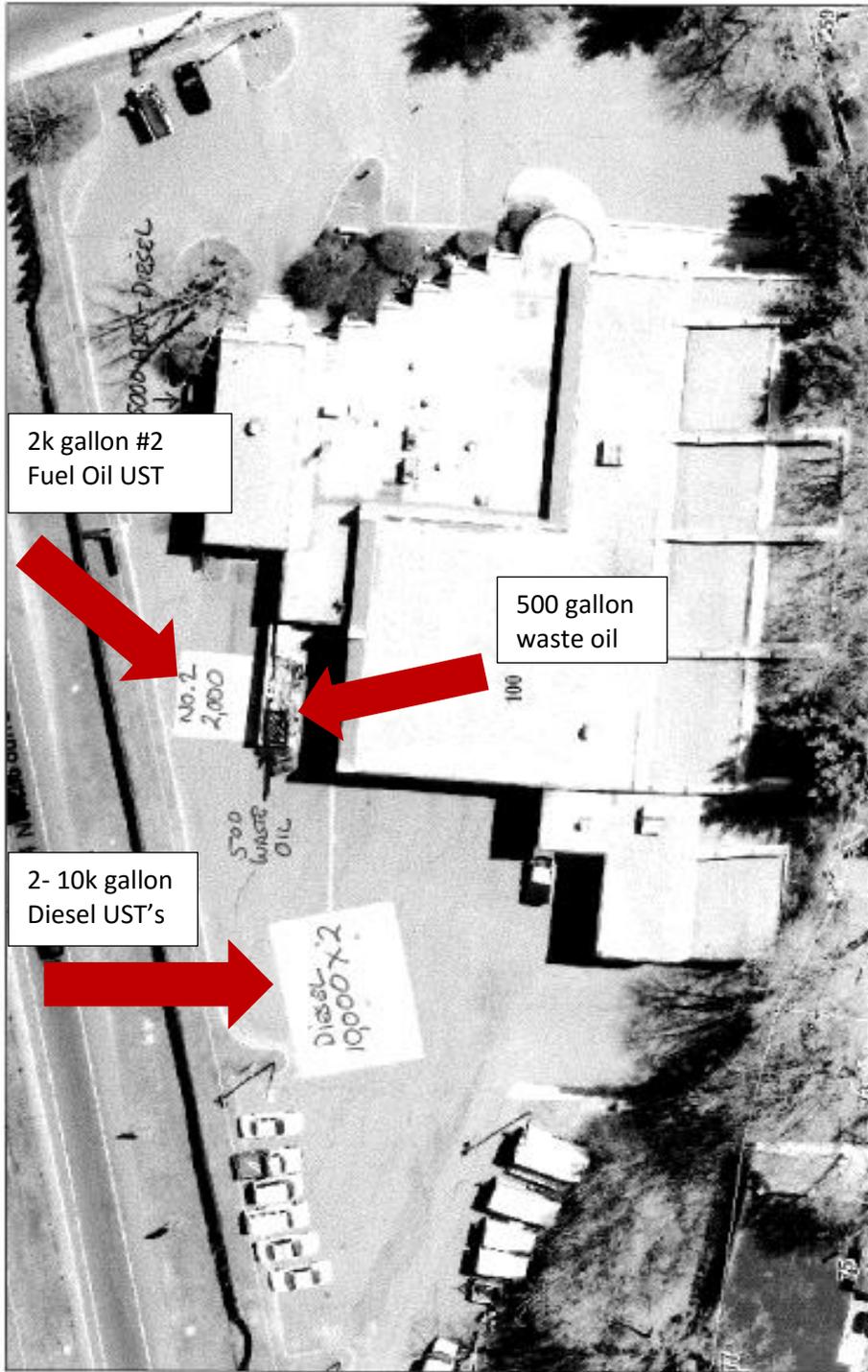
- A. Do not place backfill or fill materials on surfaces that are muddy, frozen or contain frost or ice.
- B. Place backfill and fill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers except as indicated herein.
- C. Place backfill and fill materials uniformly around structures, materials and equipment to evenly in each lift.

#### 3.2 COMPACTION:

- A. Compact soil to not less than the following percentages of maximum/optimum density

determined in accordance with AASHTO T99 Method C.

1. Under Structures, Sidewalks, Pavement, And Utilities: Compact fill to 95 percent maximum dry density.
  2. Other Areas: Compact top 8 inches of existing ground surface and each layer of backfill or fill material to 90 percent maximum standard Proctor density for cohesive soils or 85 percent relative density for cohesionless soils.
- B. Where soil materials must be moisture conditioned before compaction, uniformly apply water to surface. Prevent free water from appearing on surface of soil materials during or subsequent to compaction operations.
- 3.3 SIDEWALKS & PAVEMENT:
- A. Protect the existing bituminous and concrete sidewalks in accordance with other sections of this contract.



This map is for reference purposes only. The Town makes no representation or guarantee as to the content, accuracy, timeliness, or completeness of any information provided herein.



100 Fairfield Av.

**CDM  
Smith**



**UST Compliance Inspection Checklist**  
**Connecticut Department of Energy and Environmental Protection**  
**Storage Tank and PCB Enforcement Unit**  
 79 Elm Street, Hartford, CT 06106  
 860-424-3374

This is a compliance audit only. It is not a full inspection and not all compliance items have been reviewed.

**GENERAL:**

**Inspection Date:** 1/4/2016

<b>Site ID:</b>	103-7252	<b>Inspector</b>	George Purple
<b>Site Name</b>	NORWALK FIRE DEPARTMENT - FIRE MARSHALL OFFICE	<b>Reason</b>	Compliance
<b>Site Address</b>	100 FAIRFIELD AVE NORWALK, CT 06854-2164	<b>Inspection Type</b>	Partial Inspection
<b>Contacts</b>			
<b>Contact Type</b>	<b>Contact Information</b>		
Owner	CITY OF NORWALK, PO BOX 5125 NORWALK, CT 06856, Phone: (203) 866-4311		
Resistant	CITY OF NORWALK, PO BOX 5125 NORWALK, CT 06856		

<b>Tank ID: A-1 - Currently In Use (10000 gallons) -- Installed: 9/1/1983</b>			
<b>Construction</b>	Fiberglass Reinforced Plastic	<b>Life Expectancy</b>	30 years
<b>Construction Notes</b>		<b>Tank Options</b>	
<b>Corrosion Protection Type: BLANK</b>			
<b>Impressed Current System</b>		<b>Structure to soil voltage</b>	
<b>Compartment: A - Diesel (10000 gallons)</b>			
<b>Spill Prevention</b>	Spill Containment	<b>Overfill Prevention</b>	
<b>Product Notes</b>		<b>Spill Prevention Note</b>	
<b>Release Detection</b>	Static ATG with Inventory Reconciliation		
<b>Piping -- Installed: 9/1/1983</b>			
<b>Construction</b>	Other (Specify)	<b>Corrosion Protection Type</b>	
<b>Construction Notes</b>	Piping Installed: 09/83	<b>Piping Options</b>	
<b>Piping Release Detection</b>			
<b>Pump Type</b>	Pressure	<b>Line Leak Detector</b>	Mechanical Automatic Line Leak Detectors
<b>Primary Method</b>	Annual Precision Line Tightness Testing		
<b>Tank ID: A-2 - Currently In Use (10000 gallons) -- Installed: 9/1/1983</b>			
<b>Construction</b>	Fiberglass Reinforced Plastic	<b>Life Expectancy</b>	30 years
<b>Construction Notes</b>		<b>Tank Options</b>	
<b>Corrosion Protection Type: Not Required</b>			
<b>Impressed Current System</b>		<b>Structure to soil voltage</b>	
<b>Compartment: A - Diesel (10000 gallons)</b>			
<b>Spill Prevention</b>	Spill Containment	<b>Overfill Prevention</b>	
<b>Product Notes</b>		<b>Spill Prevention Note</b>	
<b>Release Detection</b>	Static ATG with Inventory Reconciliation		
<b>Piping -- Installed: 9/1/1983</b>			
<b>Construction</b>	Other (Specify)	<b>Corrosion Protection Type</b>	

<b>Construction Notes</b>	Piping Installed: 09/83	<b>Piping Options</b>	
<b>Piping Release Detection</b>			
<b>Pump Type</b>	Pressure	<b>Line Leak Detector</b>	Mechanical Automatic Line Leak Detectors
<b>Primary Method</b>	Annual Precision Line Tightness Testing		
<b>Tank ID: B-3 - Currently in Use (2000 gallons) - Installed: 9/1/1983</b>			
<b>Construction</b>	Asphalt Coated or Bare Steel	<b>Life Expectancy</b>	30 years
<b>Construction Notes</b>		<b>Tank Options</b>	
<b>Corrosion Protection Type: Galvanic (Sacrificial Anode)</b>			
<b>Impressed Current System</b>		<b>Structure to soil voltage</b>	
<b>Compartment: A - Heating Oil (on-site consumption) (2000 gallons)</b>			
<b>Spill Prevention</b>	No Spill Containment	<b>Overfill Prevention</b>	
<b>Product Notes</b>		<b>Spill Prevention Note</b>	
<b>Release Detection</b>			
<b>Piping - Installed: 9/1/1983</b>			
<b>Construction</b>	Other (Specify)	<b>Corrosion Protection Type</b>	
<b>Construction Notes</b>	Piping Installed: 09/83	<b>Piping Options</b>	
<b>Piping Release Detection</b>			
<b>Pump Type</b>	Pressure	<b>Line Leak Detector</b>	
<b>Primary Method</b>			
<b>Tank ID: C-4 - Currently in Use (500 gallons) - Installed: 9/1/1983</b>			
<b>Construction</b>	Asphalt Coated or Bare Steel	<b>Life Expectancy</b>	30 years
<b>Construction Notes</b>		<b>Tank Options</b>	
<b>Corrosion Protection Type: Galvanic (Sacrificial Anode)</b>			
<b>Impressed Current System</b>		<b>Structure to soil voltage</b>	
<b>Compartment: A - Used Oil (500 gallons)</b>			
<b>Spill Prevention</b>	No Spill Containment	<b>Overfill Prevention</b>	
<b>Product Notes</b>		<b>Spill Prevention Note</b>	
<b>Release Detection</b>	Manual Tank Gauging (Less than 550 gal. Only)		
<b>Piping - Installed: 9/1/1983</b>			
<b>Construction</b>	Other (Specify)	<b>Corrosion Protection Type</b>	Not Required
<b>Construction Notes</b>	Piping Installed: 09/83	<b>Piping Options</b>	
<b>Piping Release Detection</b>			
<b>Pump Type</b>	No Underground Product Piping or Gravity Fed Only	<b>Line Leak Detector</b>	
<b>Primary Method</b>			

**Narrative Comments**

All tanks are closed and the fills are capped with cold patch. All tanks should have been removed by September of 2013. In June of 2013 site was granted a six month extension for the removal of the tanks. Go to [ct.gov/dep/ust](http://ct.gov/dep/ust) the first page will be the EZFile page. Check the tutorial and get a subscriber agreement.

**Potential Violations**

*Regulation: CT state regulation CGS 22a-449(e)*

**Violation Reason: The owner or operator has failed to submit the requisite annual UST facility notification and/or the requisite annual UST facility fee(s).**

## SECTION 3

### GENERAL INFORMATION

**NOTE: SECTION 3 - GENERAL INFORMATION** contains the City's Standard Terms and Conditions. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 080813 or later on file you may obtain a copy over the Internet at <http://www.norwalkct.org> . Adobe Acrobat reader is required to view this document. If you do not have this software you may down load it for free from Adobe. A link to the Adobe site is provided. Document number 1006.

Document number 1006: <http://www.norwalkct.org/documentcenter/view/865>

## **SECTION 4**

### **CITY OF NORWALK GENERAL SPECIFICATIONS FOR CONSTRUCTION**

**NOTE:** SECTION 4 contains the City's General Terms and Conditions for construction. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 042011 or later on file you may download a copy from the Terms and Conditions section of our website at the Internet at <http://www.norwalkct.org> Document number 1008.

Document number 1008: <http://www.norwalkct.org/documentcenter/view/866>

## **SECTION 5**

### **LIVING WAGE ORDINANCE**

### **GENERAL INFORMATION**

**NOTE:** SECTION 5 contains information concerning City of Norwalk's Living Wage Ordinance information. You are responsible for obtaining a copy of this document prior to bidding. If you do not have a revision of this document dated 03/14/2015 or later on file you may download a copy from the Terms and Conditions section of the City of Norwalk's website at [www.norwalkct.org](http://www.norwalkct.org)

Document number 1019

<http://www.norwalkct.org/documentcenter/view/862>