



**DEPARTMENT OF FINANCE
OFFICE OF PURCHASING**

April 29, 2010

INVITATION TO BID

The City of Norwalk is soliciting bids for the **Construction of Concrete Slab for Carriage House at Fodor Farm**. Below is an outline of some of the requirements that apply specifically to this project. The requirements for this project are discussed in greater detail under Section 2 – Project Specifications.

| | |
|------------------------|--|
| PROJECT NUMBER: | 2961 |
| DEADLINE : | 2:00 PM, May 20, 2010 |
| BID TITLE : | Construction of Concrete Slab for Carriage House at Fodor Farm |
| SITE LOCATIONS: | Fodor Farm 328 Flax Hill Road, Norwalk CT |

BID DOCUMENTS for this project may be ordered directly from Technical Reproductions, Inc. Please call Karyn Boczer at (203) 849-9100 to order these documents. All documents must be ordered in complete sets at a cost of \$ 15.00. Checks are to be made payable to, **“The City of Norwalk.”** Pick up the plans and specifications from Technical Reproductions, 326 Main Avenue, Norwalk, CT, 203-849-9100.

The deadline for the submission of questions for this project is 2:00 pm, May 12, 2010. All questions must be submitted in writing to David Carroll, Purchasing Officer, via e-mail - dcarroll@norwalkct.org .

Bidders will be required to provide:

- 10% bid bond, certified check or cashier’s check with your response (see Section 3.1 C).
- Include six (6) copies and the original bid package.
- Copies of current certifications as applicable.

SPECIAL NOTES:

- A. 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".
- B. Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 20 of the Norwalk General Conditions for Construction will be \$100.00 per day. "
- C. A bidder receiving an award will be required to provide proof of its current standing with the Connecticut Secretary of State's Office (see Response Section, Bidder's Qualifications).
- D. Completion: Subject to terms developed and agreed upon within the City's contract with the awarded firm, the project shall be completed by June 15, 2010.

BIDDER LISTS will not be published.

ADDENDAS, if issued, will be available over the Internet at <http://www.bid.ci.norwalk.ct.us/html/add.htm> . This service is also available via FAX. Dial 203-854-7897 from any phone to access the Purchasing Department's Express Request Line. Request document #1001. 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.
Sincerely,

David Carroll
Purchasing Officer

TABLE OF CONTENTS

INVITATION TO BID

SECTION 1 - FORM OF PROPOSALS

- 1.1 FORM OF PROPOSALS
- 1.2 RESPONSE SHEET(S)
- 1.3 SAMPLE - CITY OF NORWALK CONTRACT FOR
CONSTRUCTION SERVICES
- 1.4 INSURANCE REQUIREMENTS

SECTION 2 - PROJECT SPECIFICATIONS

- 2.0 TECHNICAL SPECIFICATIONS

SECTION 3 - GENERAL INFORMATION

SECTION 4 - GENERAL CONDITIONS FOR CONSTRUCTION

- CITY OF NORWALK - GENERAL CONDITIONS FOR CONSTRUCTION

SECTION 5 – LIVING WAGE ORDINANCE

SECTION 5 – DRAWINGS

SECTION 1 - RESPONSE FORMS

SPECIAL NOTES ON RESPONDING:

ADDENDAS, if issued, will be available over the Internet at <http://www.bid.ci.norwalk.ct.us/html/add.htm>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe. A link to the Adobe site is provided at the bottom of the internet bid page. This service is also available via FAX. Dial 203-854-7897 from any phone to access the Purchasing Department's Express Request Line. Request document #1001. **We strongly suggest that you check for any addenda a minimum of forty eight hours in advance of the bid deadline.**

SUMMARIES will be available any time after 5:00 PM on the day of the bid opening over the Internet at <http://www.bid.ci.norwalk.ct.us/html/sum.htm>. This service is also available via FAX. Dial 203-854-7897 from any phone to access the Purchasing Department's Express Request Line. The document number to request will be the same as the project number indicated in the invitation to bid. 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.

BID RESPONSES (Original plus six copies) are to be delivered to:

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

See section 3 for information on delivering bids by fax.

1.1 RESPONSE FORM - BID #2961 – Construction of Concrete Slab for Carriage House at Fodor Farm

| | | |
|-------------------------------|--------------|----------------|
| Vendor Name - | | |
| Address, City, State - | | |
| Phone - | Fax - | Email - |
| Manager - | | Fed ID# |

The undersigned hereby declares that he has or they have carefully examined the plans, specifications and project site and has satisfied him 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.

Construction of Concrete Slab for Carriage House
BASE BID \$

Estimated number of working days for completion of _____ days (after the receipt of a signed contract / purchase order)

| | | | | |
|--|----|------|-------|----------------------|
| Bid Security in the form of a (check one) is attached. | | Bond | | Certified Check |
| Cost for performance bond included in lump sum | \$ | | | per thousand dollars |
| Insurance Agency Name - | | | Tel.- | |
| Agency Address - | | | | |

Submitted by:

| | |
|---|--|
| Print Name of Authorized Agent of Company | |
| Signature of Authorized Agent of Company | |
| 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 Part time - _____, Full - _____,

3. List projects of this type/size your firm has completed within the last three years:

| 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 | Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening? | Yes | No |
| | | | |
| | Out-of -State corporations - 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.

END OF SECTION

**1.3 SAMPLE - CITY OF NORWALK CONTRACT FOR
CONSTRUCTION SERVICES**

“The following document is the City’s standard construction services contract. The substantive terms and requirements contained herein may be revised only the approval of the Norwalk Corporation Counsel.”

**AGREEMENT WITH INDEPENDENT CONTRACTOR
FOR CONSTRUCTION SERVICES
BY AND BETWEEN
CITY OF NORWALK
AND**

THIS AGREEMENT made and entered into this _____ day of _____, 2010, by and between the **CITY OF NORWALK** (the CITY), acting herein by Richard A. Moccia, Its Mayor, and _____ a corporation, authorized and licensed to do business in the State of Connecticut, having a principal place of business at _____ acting herein by _____ Its President, duly authorized, (the CONTRACTOR).

W I T N E S S E T H:

WHEREAS, the CITY is in need of (the Project); and

WHEREAS, the CITY desires to retain the services of the CONTRACTOR based on the CONTRACTOR's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, CONTRACTOR has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **ENGAGEMENT OF CONTRACTOR**

A. Based on the representations of the CONTRACTOR set out in its proposal dated _____, a copy of which is attached hereto and incorporated herein as Exhibit B, the CITY hereby retains the CONTRACTOR to perform the services set forth herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the CITY shall be or such other person as it shall designate in writing.

C. The person responsible for the services to be performed by the CONTRACTOR hereunder shall be _____

2. **SERVICES TO BE PERFORMED**

A. The services to be performed by the CONTRACTOR under this Agreement are as described in the Request for _____ and the CONTRACTOR's Proposal dated _____, both of which are attached hereto as Exhibits A and B _____ respectively and made a part hereof. The CONTRACTOR shall perform these services as set forth in this Agreement in a professional and timely manner, in order to meet the CITY's needs and requirements.

B. The CONTRACTOR's analysis, findings, and recommendations shall be conveyed to the CITY in written reports, or such other format as may be approved in advance by the CITY acting by the Director. In the event the CITY rejects any of the submitted materials, or any portion thereof, the CONTRACTOR shall revise such rejected work at its own cost and expense and submit the revised work for review and approval.

C. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described herein and only to the extent set forth in this Agreement. The CONTRACTOR'S relationship to the CITY and any of its agencies shall, during the period(s) of this Agreement, be that of an independent contractor. Neither the CONTRACTOR nor any of its employees shall be considered, under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to CITY employees.

D. The CONTRACTOR shall be available to meet with the Director or his/her representatives; with other agencies, departments, commissions or officials of the CITY as _____

appropriate; and with other entities as directed by the CITY, with regard to the services performed hereunder.

E. The CITY may, from time to time, request changes in the scope of services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the CITY and the CONTRACTOR, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. COMPENSATION

A. The CONTRACTOR shall be paid (at the rate of . In no event shall said hours exceed per week.)

The total amount to be paid CONTRACTOR for services rendered (during fiscal year , or during any subsequent fiscal year,) shall not exceed the sum of DOLLARS (in each of such fiscal years).

B. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the CONTRACTOR in performing this Agreement including but not limited to salaries; consultant fees; meetings, consultations and presentations; travel expenses; and all similar expenses. No direct costs shall be reimbursed by the CITY without specific prior written approval.

C. Payments to the CONTRACTOR under this Agreement shall be made by the CITY on approval of payment requisitions certified by the CONTRACTOR submitted not more often than once a week. Each requisition shall be in a form acceptable to the CITY and shall set forth the hours of work performed. The CITY may, prior to making any payment under this Agreement, require the CONTRACTOR to submit to it such additional information as it deems necessary.

D. The acceptance by the CONTRACTOR, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the CITY from any and all claims, demands and causes of action whatsoever which the CONTRACTOR, its successors or assigns have or may have against the CITY under the provisions of this Agreement.

4. TIME PROVISIONS

A. The CONTRACTOR shall complete the services set forth in this Agreement in full on or before

B. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the CITY, unless otherwise terminated by the parties hereto.

5. **GENERAL PROVISIONS**

A. The CITY may at any time, and for any reason, direct the discontinuance of the services under this Agreement for a period of time by written notice specifying the discontinuation date, which shall not be less than five (5) days from the date on which such notice is given, and the period during which the services shall be discontinued. The services shall be resumed on the dates specified in such direction, or upon such other date as the CITY may thereafter specify in writing. The period during which such services shall have been discontinued shall be deemed added to the time for performance. Stoppage of services under this paragraph shall not give rise to any claim against the CITY.

B. The CITY may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as 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 Comptroller. Termination under this section shall not give rise to any claim against the CITY for damages or for compensation in addition to that provided hereunder.

The CONTRACTOR may at any time and for any reason terminate this Agreement by written notice specifying the termination date, which shall be not less than thirty (30) days from the date such notice is given.

C. It is the intent of this Agreement to secure the professional services of qualified, experienced employees of the CONTRACTOR. Failure of the CONTRACTOR for any reason to make a sufficient number of such employees available to the CITY to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

D. The CONTRACTOR shall not assign this Agreement or subcontract any portion of the services to be performed hereunder without prior consent of the CITY in writing.

E. When the CITY shall have reasonable grounds for believing that:

(1) The CONTRACTOR will be unable to perform this Agreement fully, professionally, and satisfactorily within the time fixed for performance or in accordance with the terms and requirements set forth herein; or

2) A meritorious claim exists or will exist against the CONTRACTOR or the CITY arising out of the negligent, willful or wanton acts, errors or omissions of the CONTRACTOR, its agents, servants or employees, or the CONTRACTOR's breach of any provision of this Agreement;

then the CITY may withhold payment of any amount otherwise due and payable to the CONTRACTOR hereunder. Any amount so withheld may be retained by the CITY for such period as it may deem advisable to protect the CITY against any loss, expense or damage and may, after written notice to the CONTRACTOR, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the CITY, and no person shall have any right or claim against the CITY 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.

F. The CONTRACTOR shall not assert any claim arising out of any act or omission by any agent, officer or employee of the CITY in the scope of performance of their duties in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the CITY.

G. 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 Agreement, 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 Agreement. The CONTRACTOR further covenants that he has no prior personal or business relationship with any such individuals.

H. The CONTRACTOR shall indemnify, defend and save harmless the CITY, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, which arise out of or are claimed to be due in any way to the actions or omissions of the CONTRACTOR, its agents, servants, representatives or employees in connection with this Agreement. This provision

shall include all losses, costs, and damages which the CITY may suffer as a result of any negligent, willful or wanton action or omission by the CONTRACTOR or anyone in its employ or under its control, including any agent, employee or representative. The CONTRACTOR hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings including reasonable attorney's fees and expenses. The provisions of this paragraph shall survive the expiration or early termination of this Agreement, shall be separate and independent of any other requirement hereof, and shall not be limited by reason of any insurance coverage provided.

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

J. The CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder.

K. During the performance of this Agreement, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, sexual orientation or national origin.

L. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

M. The CITY and the CONTRACTOR each binds itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written approval of the CITY.

N. The products of the services performed under this Agreement shall become and remain the property of the CITY. This shall include all partially completed work in the event that the Agreement is terminated before completion of its term for any reason.

O. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the

requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

P. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

Q. 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.

Dated at Norwalk, Connecticut, the day and year first above written, and executed in four (4) counterparts.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

By: _____

Richard A. Moccia
Its Mayor
Duly Authorized

Date

signed: _____

signed: _____ Date

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

1.4 INSURANCE REQUIREMENTS

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.

A. 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 (\$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 contract. Each annual aggregate for shall not be less than Two Million Dollars (\$2,000,000.00). The Products/Completed Operation Aggregate shall not be less than One Million Dollars (\$1,000,000).

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. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of \$5,000,000.00 combined single limit is required.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance in the amount of \$10,000,000.00 per claim limit and **\$15,000,000.00** aggregate limit **per occurrence**. State the per claim/aggregate deductible amount. The policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: If applicable, with respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor

or any subcontractor or subconsultant in connection with any professional services performed 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.

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 subcontractor. 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, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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, and 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, P. O. Box 798, Norwalk, Connecticut 06856-0798.

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

SECTION 2 - PROJECT SPECIFICATIONS

The City of Norwalk invites bid submissions from qualified professional service providers for the **Construction of Concrete Slab for Carriage House at Fodor Farm** in Norwalk, CT.

24' x 42' Barn Foundation Installation at Fodor Farm

Description:

The work of this item is to provide all materials, equipment and labor required for the installation of a poured concrete foundation to the size and details shown on drawings by Country Carpenters, Inc., dated 3/12/10, for the Norwalk Department of Parks and Recreation, which are included as part of the bid package.

Materials:

Concrete for foundation walls shall conform to State of Connecticut DOT Form 816, Class "C" Concrete. It shall have a minimum compressive strength at 28 days of 3000 psi.

Concrete for the slab on grade shall conform to State of Connecticut DOT Form 816, Class "F" Concrete. Compressive strength at 28 days shall be 4000 psi, not the 3500 psi as shown on the drawings.

Embedment anchors called for on the plans will be provided by the Country Carpenters, LLC, and shall be installed as called for on the drawings or as required by the anchor manufacturer, Simpson Strong Tie.

Welded wire fabric shall conform to ASTM A185.

Concrete reinforcement shall conform to ASTM A615 Grade 60.

Compacted gravel base shall conform to ConnDOT Form 816 Article M05.01-1, M05.01-2, M05.01-3.

Construction Methods:

Contractor shall do a CBYD before doing any excavation at the site.

Layout of building shall be performed by a Ct. Licensed Land Surveyor and confirmation of building placement to be performed by same.

Excavation for the foundation will be provided by the City of Norwalk Parks and Recreation Department for this project along with backfilling of the foundation. It will be the Contractors responsibility to supply and install the necessary compacted gravel base material below the proposed slab.

Construction methods shall comply with ConnDOT Form 816, Article 6.01 “Concrete for Structures”.

The foundation design provided by the building manufacturer is based upon a minimum allowable foundation bearing pressure of 2500 Lbs/square foot. Should field conditions reveal actual materials with allowable pressures below this amount, Parks and Recreation shall be notified so that the foundations can be redesigned. A description of soil classifications relative to allowable foundation pressures can be found in the latest Connecticut State Building Code, under Presumptive Bearing Values.

Following excavating for the foundation footings, the contractor must call Code Enforcement for a “footing inspection”.

It is noted that there are a number of required foundation anchors required to be installed for later attachment to the building structure. It is imperative these anchors be installed in locations as shown on the drawings. Should there be any questions relative to their installation; the building manufacturer shall be notified.

Upon pouring of the foundations, the contractor must protect all in place concrete for a period of three days by either covering with damp blankets or covering with a poly membrane to prevent moisture escaping from the concrete. Loss of water from the concrete affects concrete strength and durability.

Following casting of the concrete slab on grade, the contractor shall cut into the slab, a depth of 3/8 of an inch, control joints located on the column lines. These are shown as dashed-dot lines on the foundation plan. The slab shall then be cured as noted above.

Payment:

The lump sum price bid by the Contractor shall be include all costs for supplying materials, equipment costs, and all labor required for the complete installation of the foundation. Costs of surveying for layout and for as built drawings and the cost of building permit for the foundations shall also be included in the lump sum price bid.

**SECTION 3 - GENERAL BIDDING INFORMATION
FOR
CONSTRUCTION**

Rev 011205, Express Request Doc. #1006

SECTION 4

CITY OF NORWALK

GENERAL CONDITIONS FOR CONSTRUCTION

REQUEST EXPRESS DOCUMENT #1008
Rev. 042010

SECTION 5 – LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 010609, Express Request Doc. #1019

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 010609 or later on file you may download a copy from the Terms and Conditions section of our website at <http://www.bid.ci.norwalk.ct.us/> Document number **1019**

D R A W I N G S