



375 Essjay Road, Suite 200, Williamsville, New York 14221  
P 716.688.0766 F 716.625.6825

**ADDENDUM NO. 4**

Norwalk Transit District  
Fuel Island, Service Lane and Tank Replacement  
437404

**DATE**

2/28/2020

**OWNER**

Norwalk Transit District  
275 Wilson Avenue  
Norwalk, CT

**ARCHITECT/ENGINEER**

Wendel Architecture, PC  
375 Essjay Road  
Suite 200  
Williamsville, NY 14221  
Phone: 716-688-0766  
Fax: 716-625-6825

Project No. 437404

**This Addendum is being issued to clarify the bid documents and shall supersede and supplement all portions of previously issued bid documents with which it conflicts. It shall be made an integral part of the construction documents.**



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Project Norwalk Transit District Addendum No. 03  
Contract \_\_\_\_\_  
Wendel Project No. 433101 Date 2/28/20

ARTICLE - 1 DRAWING NO. \_\_\_\_\_  
SPEC \_\_\_\_\_  
SECTION \_\_\_\_\_

**NOTICE:**  
Front End Documents have been changed and it is highly recommended that each Contractor re-read Front End Documents and each Addenda to familiarize themselves with the new requirements/changes.

ARTICLE - 2 DRAWING NO. \_\_\_\_\_  
SPEC \_\_\_\_\_  
SECTION IFB

**NOTICE OF CLARIFICATION EXTENTION:**  
Bidders requiring clarification or interpretation of the Bidding Documents shall submit a request for information via e-mail only to lhammill@norwalktransit.com. Faxes and verbal requests will not be answered. Requests for information must be received by **Wednesday, March 4, 2020 at 12:00pm.** Local time.

ARTICLE - 3 DRAWING NO. \_\_\_\_\_  
SPEC **Supplementary**  
SECTION **Instruction to**  
**Bidders**

**REPLACE** Supplementary Instruction to Bidders Specification in its entirety with the specification included this addenda. Note: Changes have been clouded.

ARTICLE - 4 DRAWING NO. \_\_\_\_\_  
SPEC \_\_\_\_\_  
SECTION 011000

**REPLACE** Summary Specification in its entirety with the specification included in this addenda. Note: Changes have been clouded.

## SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

These supplementary instructions are modifications to AIA A701 1997 Edition.

### ARTICLE 1 DEFINITIONS


1. Paragraph 1.1, last sentence; Insert “the Bidding Requirements,” between “of” and “the form of Agreement”.

### ARTICLE 3 BIDDING DOCUMENTS

1. Paragraph 3.1 Copies
  - A. Paragraph 3.1.1 delete in its entirety and replace with the following:
  - F. “3.1.1 Bidding Documents may be obtained on or after **Friday, January 24, 2020 at 3:00pm.** Bidding Documents will be provided electronically as PDFs. To obtain an electronic copy of the Bidding Documents, visit Avalon Buffalo Plan Room at:  
[www.avalonbuff-planroom.com/jobs/public](http://www.avalonbuff-planroom.com/jobs/public)

Paragraph 3.2 Interpretation or Correction of Bidding Documents.

- B. Revise Paragraph 3.2.2 to read as follows:



"3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall submit a request for information via e-mail only to Lori Hammill at LHammill@norwalktransit.com. Faxes and verbal requests will not be answered. Requests for information must be received no later than the date indicated in the Invitation for Bids."

- C. Add the following paragraph:

“3.2.4 Upon submission of this bid or proposal, the Contractor is deemed to be a qualified expert in his profession and to have estimated the more expensive way of doing work in order to provide the intent of the Contract Documents as defined in the General Conditions, unless he shall have asked for and obtained written decision clarifying a conflict within or between Contract Documents before submission of his bid or proposal, as to which method or materials will be required.”

2. Paragraph 3.3 Substitutions

- A. Replace the first sentence of 3.3.2 to read as follows:

“3.3.2 No substitutions will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least eight (8) days prior to the date for receipt of Bids.”

3. Paragraph 3.4 Addenda

A. Sub-Paragraph 3.4.1: add the following to this sub-paragraph:

"Failure of any bidder to receive addenda shall not relieve such bidder from any obligation under his bid as submitted."

ARTICLE 4 BIDDING PROCEDURES

1. Paragraph 4.2 Bid Security: First sentence: Insert "Supplementary" before "Instructions".

ARTICLE 5 CONSIDERATION OF BIDS

1. Paragraph 5.3 Acceptance of Bid (Award)

A. Add the following new sub-paragraph:

"5.3.3 Pre-Award Meeting: Prior to Notice of Award, a Pre-Award Meeting will be held with the apparent low bidder, the Owner and the Architect. The purpose of the meeting is to review and scrutinize the bid to determine the bidder's understanding of the requirements of the Contract Documents, and to evaluate the bidder's ability to satisfactorily complete the project. Items to be discussed include, but are not limited to the following:

1. All significant portions of the work will be reviewed to determine if the materials, products and equipment to be provided are those specified in the Contract Documents. Acceptability of proposed substitutions will be discussed.
2. The bidder's complete cost breakdown will be reviewed to determine if all significant portions of the work appear to be included.
3. The timing and requirements of submittals required prior to Contract Award, Notice to Proceed and mobilization will be discussed, including but not limited to insurance certificates, performance and payment bonds, schedule of values, submittal schedule, preliminary project schedule, safety program, list of staff assignments and responsibilities, and identification of long lead times.
4. Existing conditions at the project site and requirements for mobilization will also be discussed.

Submittals required for the Pre-Award Meeting are identified in Paragraph 6.3 SUBMITTALS as modified below and must be brought to the meeting by the apparent low bidder. Minutes of the meeting will be recorded and submitted for review by all parties at the meeting. Upon acceptance by all parties, these minutes will become part of the Contract Documents."

ARTICLE 6 POST BID INFORMATION

1. Paragraph 6.1 Contractor's Qualifications Statement

A. Paragraph 6.1, delete in its entirety and replace with the following:

"6.1 CONTRACTOR'S QUALIFICATION QUESTIONNAIRE

Each apparent low bidder as directed by the Owner shall submit, at the Pre-Award Meeting, a properly executed Contractor's Qualification Questionnaire, a copy of which is included in the Project Manuals. These bidders shall also include a list of projects of similar scope and cost completed within the last five years. Such list shall include the name of the project, the name and address of the owner, the name and address of the Architect and/or Engineer, and a description of the scope and cost of the work performed by the bidder."

2. Paragraph 6.3 SUBMITTALS

A. Sub-Paragraph 6.3.1, delete in its entirety and replace with the following:

"6.3.1 The apparent low Bidder shall, at the Pre-Award Meeting, submit the following information to the Architect:

1. A designation of the work to be performed by the Bidder with his own forces;
2. A list of names of Subcontractors or other persons or entities proposed to provide materials, products or equipment and perform portions of the work;
3. All back-up data to substantiate acceptability of materials, products, or equipment proposed as substitutions for specified items."
4. A properly executed Contractor's Qualification Statement.
5. A complete cost breakdown of the bid.

ADD THE FOLLOWING NEW ARTICLES:

ARTICLE 9 ADDITIONAL INSTRUCTIONS

1. Bids shall be submitted in triplicate (one (1) original, two (2) copies) and electronically.
2. Bid Security.
  - A. Bids shall be accompanied by a bid security of not less than five (5) percent of the amount of the bid.
  - B. Bid security may be a Bid Bond, Certified Check or Cashiers Check, made payable to the Owner.
  - C. Bid security shall be submitted with the understanding that:
    1. It shall guarantee that the bidder will not withdraw his bid for a period of forty-five (45) days after the scheduled closing time for receipt of bids.
    2. If his bid is accepted, he will enter into a formal contract with the Owner in accordance with the Form of Agreement included as a part of the Contract Documents.
    3. The required Performance and Payment Bonds will be executed and submitted.
    4. The failure to enter into said contract and give said bond within ten (10) days after he has received notice of the acceptance of his Bid shall cause the bidders to be liable to the Owner for the full amount of the bid guarantee as representing the damage to the Owner due to default of the bidder in any particular hereof.

- D. The Bid Bonds and checks shall be returned to all except the two (2) lowest bidders within three (3) days after the specified time for receipt of bids.
  - E. The remaining Bid Bonds and checks will be returned to the two (2) lowest bidders within forty-eight (48) hours after the Owner and the accepted bidder have executed the contract and the executed Performance and Payment Bonds have been approved by the Owner.
  - F. If the required Contract and Bonds have not been approved by the Owner within the specified bid guarantee time, then the bond or check of any bidder will be returned upon his request, provided he has not been notified of the acceptance of his Bid prior to the date of such request.
3. Performance Bond and Payment Bond are required, as specified in the Supplementary General Conditions.

#### ARTICLE 10 TIME FOR COMPLETION

- 1. Substantial Completion: The date for Substantial Completion shall be 90 calendar days from the Notice to Proceed.
- 2. Final Completion: The date for Final Completion shall be 14 calendar days after the date of Substantial Completion.



#### ARTICLE 11 LIQUIDATED DAMAGES

- 1. The progress of the work will be critically delayed and/or the Owner will suffer financial loss if the Contracts are not substantially complete and finally complete or if critical milestones are not met on the date(s) set forth below or within the time to which such dates may have been extended. The Contractor(s) (and his Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated as fixed, agreed and Liquidated Damages for each calendar day of delay until the work is substantially complete or milestones are met. In view of the difficulty of accurately ascertaining the loss which the Owner will suffer by reason of such delays, said sum(s) are hereby fixed and agreed as the Liquidated Damages that the Owner will suffer by reason of such delay, and not as a penalty.
- 2. The Owner will deduct and retain out of the moneys which may become due hereunder, the amount of any such Liquidated Damages, and in case the amount which may become due shall be less than the amount of the Liquidated Damages suffered by the Owner, the Contractor or his Surety shall be liable to pay the difference to the Owner upon his demand.
- 3. Stipulated Sum for Liquidated Damages: \$200/Calendar Day

#### ARTICLE 12 BID PACKAGE

- A. A COMPLETE BID PACKAGE SHALL INCLUDE, AT MINIMUM, THE FOLLOWING ITEMS:
  - (a) Bid Bond or Certified Check in amount of in the amount of 5% of the Bid;
  - (b) Completed Appendix A – All required Federal Clauses and Certifications
  - (c) Completed Appendix B – All Required State Clauses and Certifications
  - (d) Acknowledgement of Addenda on Bid Form
  - (e) Base Bid with bidders tabulated summaries (attached to bid forms).
  - (f) Contractor Qualification Questionnaire

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- (g) DBE Utilization Form 1
- (h) DBE Utilization Form 2

**B. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:**

The DBE Contract Goal for this procurement is **6.1%**. The firm(s) will be required to make a good faith effort to utilize DBE subcontractors with the objective of meeting this goal. Norwalk Transit District views this good faith effort as a matter of diligence and responsiveness. If the contract goal is not met, the firm(s) will be required to provide written documentation and evidence of their good faith efforts if they are selected to enter into negotiations with Norwalk Transit District for services. The proposed DBE firms must be certified as such in the State of Connecticut.

**ARTICLE 13 TAXES**

Norwalk Transit District is a tax-exempt governmental entity. Prices quoted by the bidder should not include any tax from which a governmental entity is exempt. The price quoted shall include the total and complete cost for the project in conformance with the attached technical specifications.

**ARTICLE 14 COST LIABILITY**

Norwalk Transit District assumes no responsibility and no liability for costs incurred by the bidder for the preparation of a bid or any cost associated with the selection process.

Bidders are directed to investigate all conditions involved in meeting the requirements of this project, to carefully read the Invitation for Bid (IFB) and all appendices and addenda, and to inform themselves fully of the conditions under which the work is to be performed. The District expects this Project to be completed with celerity. No Contractor will be allowed additional compensation for items on which it has failed to inform itself and/or miscalculations.

**ARTICLE 15 BID POSTPONEMENT AND AMENDMENT**

Norwalk Transit District reserves the right to revise or amend the specifications any time prior to the bid date. Revisions, amendments and/or postponement, in the form of an addendum, shall be provided to all bidders receiving or requesting bid materials by mail.

Norwalk Transit District reserves the right to postpone the bid opening at any time prior to the scheduled date and time if deemed necessary and in the best interest of Norwalk Transit District.

**ARTICLE 16 PUBLIC BID OPENING**

Bids shall be publicly opened at the time set for opening in this solicitation. Their content, including documents marked proprietary, shall be made public for the information of bidders and others interested, who may be present either in person or by representatives.

**ARTICLE 17 BID REJECTIONS AND DISTRICT RIGHTS**

Norwalk Transit District reserves the right to waive any minor bid informalities or irregularities in the bids received which do not go to the heart of the bid or prejudice other bidders or to reject any and all bids submitted when it is in the best interest of the Transit District. Conditional bids, or those which take exception to the specifications and addenda, will be considered nonresponsive and will be rejected. In addition, the District reserves the right to:

- (a) Accept any proposal or reject any and all proposals without penalty at its sole discretion and to reissue this IFB. The District makes no representations that a Contract will be awarded to any Bidder responding to this IFB.
- (b) Waive any minor irregularities but is under no obligation to do so.
- (c) Award contracts to more than one bidder.
- (d) Withdraw this IFB at any time without prior notice or to postpone the proposal due date or award date for its own convenience.
- (e) Check references, interview staff and/or visit qualified Bidder's facilities.
- (f) Procure any item by other means.
- (g) Ask questions or request additional details.
- (h) Reject or disqualify any employee of the Contractor from performing service under this Contract with or without cause.
- (i) No bid will be accepted from, nor will any Contract be awarded to, any person or firm that is in arrears to the District upon any debt or contract or that has failed to perform faithfully any previous contract with The District.
- (j) Request all detailed supporting documentation for any and all cost/pricing submittals.

#### ARTICLE 18 SINGLE BID RESPONSE

If only one bid is received in response to the invitation for bids, a detailed cost proposal breakdown including profit will be requested of the single bidder. A cost/price analysis and evaluation and/or audit may be performed in order to determine if the price is fair and reasonable.

#### ARTICLE 19 BID WITHDRAWAL

An authorized representative of the Bidder may withdraw bids any time prior to the scheduled bid opening. After bids are opened, bids may not be withdrawn for 45 calendar days.

#### ARTICLE 20 AWARD PROCEDURE

- A. Norwalk Transit District shall review bids within ten (10) business days after bid opening. It is anticipated that notices of Norwalk Transit District's determination will be issued to all bidders by mail on or approximately two weeks following the bid date.
- B. Norwalk Transit District will evaluate bids on the basis of the following items which are not listed in order of importance:
  - (a) Ability to fulfill FTA and State requirements
  - (b) Experience and reputation of bidder
  - (c) Base Bid Price
  - (d) Ability to complete work on schedule
  - (e) Completeness of bid; inclusion of all requisite certifications



- C. Interested parties may "protest" or dispute Norwalk Transit District's determination. The protest procedure is defined in this Supplementary Instructions to Bidders.
- D. The District reserves the right to reject any or all Bids, should the Owner deem it to be in the agency's or the public's interest to do so.
- E. The Owner may reject Bids which in its sole judgment are incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the Owner may waive such omissions, conditions or irregularities.

#### ARTICLE 21 LAW AND VENUE

The laws of the State of Connecticut shall govern the Contract. Both parties agree that venue for any litigation arising from the Contract shall lie in Fairfield County, Connecticut.

#### ARTICLE 22 INTERPRETATION OF LANGUAGE

Should any question arise as to the interpretation of any language or clause of this document, the question shall be submitted to the District's Chief Executive Officer (CEO) or his designee, who shall interpret the language. The District's CEO's decision shall be final.

#### ARTICLE 23 SEVERABILITY

If any provision of this IFB, its appendices or any subsequent Contract(s) is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of the document, its appendices or any subsequent Contract(s) shall not be affected thereby and shall remain in full force.

#### ARTICLE 24 AUDIT AND INSPECTION OF RECORDS

The Bidder agrees that the District or its designee, the Comptroller General of the United States, the State of Connecticut, or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records and accounts with regard to the Project in any way. Further, the Proposer agrees to maintain all required records for at least three years following the end of the term of the Contract awarded under this IFB.

The Bidder shall permit and allow any and all authorized District employees or representatives to enter upon any part of the Bidder's property or facilities, for the purpose of conducting studies and surveys, inspecting facilities and equipment, inspecting and /or auditing books and records, and for other matters relevant to the Program. No notice shall be required for inspections to be conducted by the District. The District shall have the sole right to determine when, where and under what conditions inspections are to be carried out.

#### ARTICLE 25 OWNERSHIP OF RECORDS AND DATA

The District retains unconditional ownership of all documents, data, information, reports or other materials produced under the Contract.

#### ARTICLE 26 INDEPENDENT CONTRACTOR

Nothing in this IFB shall constitute, or be construed to create, a partnership or joint venture between the District and the Bidder or its successors or assignees. In entering into a Contract the Contractor is at all times acting and performing as an Independent Contractor, duly authorized to perform the acts required of it hereunder.

#### ARTICLE 27 AFFIRMATIVE ACTION PLAN

Bidders shall include a copy of their affirmative action plan and a brief description of how that plan is being implemented.

#### ARTICLE 28 CORPORATE STATUS

All Bidders must be currently licensed to do business in the State of Connecticut and maintain such license throughout the duration of the Contract.

#### ARTICLE 29 COVENANTS AGAINST GRATUITIES

The Contractor shall not offer or provide gifts, favors, entertainment or any other gratuities of monetary value to any official, employee or agent of The District before, during or for one year after the period of any agreement or Contract entered into under this IFB.

#### ARTICLE 30 CONFIDENTIALITY OF RECORDS

The Contractor shall agree that the information and records relating to the provision of this service are confidential and shall not be disclosed to any person without the prior written authorization of the District. The Contractor shall not discuss any matter related to the provision of this service to any media including but not limited to: newspapers, radio stations, television stations, trade journals or at any public forum live or recorded without express written permission of the District.

#### ARTICLE 31 MANAGEMENT SUPERVISION

The District shall have the right to monitor the performance of the Contractor. In addition, the District shall have the right to:

- Review and approve the personnel assigned used and/or employed by Contractor in performance of the Contract.
- Review and approve any aspect of the Program.

#### ARTICLE 32 TERMINATION

The winning bidder will be subject to the Termination Clauses included and made part of these documents.

#### ARTICLE 33 EXCUSES FROM PERFORMANCE

The Transit District and Contractor will be excused from performing their respective obligations under the Contract in the event they are prevented from so performing by reason of fire, flood, earthquake, storm, acts of God, explosion, war, insurrection, riots, acts of any government (including judicial action), and/or any other cause similar to the foregoing which is beyond the control of and not the fault of the party claiming excuse of performance hereunder; provided, however, that the party claiming excuse from performance

hereunder shall, within twenty-four (24) hours after such party has given notice of such cause or causes, present to the other party written notice of the facts constituting such cause and claiming excuse from performance under this section. In the event that either party validly exercises its rights under the above paragraph, the parties hereby waive any claims against each other for any damages sustained thereby. Strikes and labor disputes involving the Contractor's employees shall not be considered as a reason justifying an Excuse from Performance.

In the event that the Contractor is excused from its obligations hereunder for any of the aforementioned reasons, the Transit District may perform all such obligations itself with its own or other personnel without liability to Contractor. Further, in the event the Contractor is excused from performing its obligations hereunder for any of the aforesaid reasons for a period of thirty (30) calendar days or longer, the Transit District will have the option to immediately terminate the Contract by giving Contractor written notice thereof.

#### ARTICLE 34 CONFLICT

In the event that there is a conflict between this IFB and any proposal accepted subsequently, then and in that instance, this IFB shall prevail. If there is a conflict between any parts or clauses of this IFB the CEO or his representative will clarify said conflict. The CEO's decision shall be final.

#### ARTICLE 35 SITE SAFETY

The Contractor will comply with all state and federal Safety regulations pertaining to the program as contemplated by this IFB. The Contractor will notify the Transit District's Contract Manager of all inspections performed by any other government agency, and transmit results of said inspections to the Transit District.

During the period of this contract, the Contractor shall be responsible for ensuring site safety and security, at all times, regardless of any actual work being performed. The Contractor shall implement any measures, at the Contractor's expense, to mitigate threats, real or perceived, from but not limited to, weather, criminal activity, acts of nature, acts of God and movement of persons or vehicles on or near the project site. The Contractor shall respond immediately to and provide resolution to, any safety or security issues raised by the District, at the Contractor's expense.

Any disruption to this project, which is deemed by the District, to be the result of the failure of the Contractor to adequately secure the project site, shall be resolved by the Contractor, at the Contractor's expense. The District may, at its own discretion, revise the project schedule, to accommodate such disruptions and/or remedies.

The District shall retain the right to approve or reject any measures taken by the Contractor, to mitigate safety and security threats.

#### ARTICLE 36 DISCRIMINATION

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NTD deems appropriate.

#### ARTICLE 37 PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contract receives from NTD. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of NTD. This clause applies to both DBE and non-DBE subcontracts. The contractor will provide evidence of prompt payments at the District's request.

#### ARTICLE 38 INELIGIBLE PROPOSERS AND SAM VERIFICATION

By submitting a Proposal, all Proposers certify that they are not on any State, Federal or Local Agency Lists of Ineligible Contractors. Proposers are required to enroll in the System of Award Management (SAM) at (SAM.gov) as a S.A.M verification will be conducted by NTD prior to any award.

#### ARTICLE 39 INVESTIGATION OF EXPERIENCE

The Transit District reserves the right to investigate the qualifications and financial condition of all firms under consideration, to confirm any part of the information furnished by the firm and to require further evidence of managerial, financial or professional capabilities that are considered necessary for the successful performance of the Program.

#### ARTICLE 40 INDEMNITY

Norwalk Transit District – The Proposer agrees to, and will, indemnify and hold the Transit District and its board members, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from any liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's implementation of the Project as contemplated by this IFB and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's performance of the Project as contemplated by the IFB and subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

Municipalities - In addition, the Proposer agrees to hold harmless and indemnify any municipality in performance of all duties under this IFB and any subsequent contracts, and its, officers, agents, employees, representatives and attorneys, and each of them (hereinafter, collectively, "Indemnitees") harmless from any

liability in any amount for damages or claims for damages resulting or alleged to have resulted from personal injury (including, but not limited to death, emotional or mental distress and loss of consortium) and/or for property damage, which may arise or be alleged to have arisen in any way from Contractor's implementation of the Project as contemplated by this IFB and the subsequent Contract. The Proposer further agrees to, and will, defend Indemnitees, or any of them, from any claims, actions, or suits for any damages, injuries or losses whatsoever, caused or alleged to have been caused by reason of Contractor's performance of the Project as contemplated by the IFB and subsequent Contract. The Proposer's obligations and duties as established in this Section will be in force and apply to Proposer's acts, omissions, or failures to act of any kind, whether negligent, the result of Contractor's willful or intentional misconduct, or otherwise, and shall further apply and be in force even if it is contended that the acts, omissions or failures to act of parties other than the Proposer (including Indemnitees) caused or contributed to the losses, injuries or damages claimed.

For the purpose of the preceding paragraph, the term "losses" means all amounts paid to settle or satisfy any judgments or awards resulting from any claims arising from an occurrence, plus all amounts paid on account of attorney's fees, court costs and any other costs and expenses relating to the investigation, defense, satisfaction and/or settlement of such claims.

**INSURANCE:**

Before commencement of the Work, and until final completion and acceptance of the Work and expiration of the guarantee period provided for in this Agreement, the Contractor shall procure and maintain the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (IX) or better. Such insurance shall protect and indemnify Norwalk Transit District from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

**A. Worker's Compensation**

Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$1,000,000 each accident by bodily injury; \$1,000,000 each accident by disease; and a policy limit of \$1,000,000. Such policy shall contain a "waiver of our right to recover from others endorsement" in favor of Norwalk Transit District and the State of Connecticut.

**B. Commercial General Liability Insurance**

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000 on a 'per project' basis.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self- insured retention carried by Norwalk Transit District. Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.

- Such Policy shall name Norwalk Transit District and the State of Connecticut as an Additional Insured with respect to claims arising out of the Contractor' operations, completed operations and products by endorsement, ISO Forms CG2010 and CG 2037.
- Such policy shall contain a waiver of subrogation in favor of Norwalk Transit District with respect to losses occurring due to the operations of the Contractor with respect to this agreement.
- Such policy shall include coverage for the Contractor's sub-contractors or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable.

**C. Commercial Automobile Insurance**

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

**D. Umbrella Liability Insurance**

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability, as a minimum, in the amount of \$4,000,000 each occurrence and \$4,000,000 in the aggregate which may be amended during the term of the contract if deemed reasonable and customary by Norwalk Transit District at the sole cost and expense of the Contractor

**E. Pollution Liability**

Contractor shall provide a pollution liability policy with a limit no less than \$1,000,000 per claim and \$1,000,000 in the aggregate. Such policy shall cover third party claims for bodily injury and/or property damage and remediation costs from the Contractor's operations.

**F. Errors/Omission: Professional Liability**

Contractor shall provide, if required by Norwalk Transit District, errors & omissions coverage covering the contractor's professional liability with a limit no less than \$1,000,000 per claim and \$1,000,000 in the aggregate. If on a claims made policy, such policy shall must have a retroactive date that coincides with, or precede start of services under this Agreement and such policy shall be maintained for the a period of two years after completion of the project.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide Norwalk Transit District with a current certificate of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give Norwalk Transit District written notice at least ten (10) days in advance of any termination, expiration or changes in coverage.

Independent Contractor.

All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, are performed as an independent contractor and not as an employee of Norwalk Transit District and neither the Contractor nor its employees shall be entitled to any benefits to which employees of Norwalk Transit District are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

Failure to Procure or Maintain Insurance

Contractor's failure to procure or maintain required insurance will constitute a material breach of the Contract.

Subrogation

Contractor, as insurer, waives any right of subrogation against the Transit District that might arise by reason of any payment under any policy required by the Contract.

Insurance Review

All insurance is subject to review by an insurance consultant chosen by the Transit District in the event the Transit District deems it necessary. Commercial general liability insurance will meet or exceed the requirements of the most current ISO Forms. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name "Norwalk Transit District" (NTD), its officials and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by the Transit District will be excess thereto. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable except upon thirty (30) days prior written notice to the Transit District except for nonpayment of premiums which may be cancelable upon ten (10) day notice.

Contractor will furnish to the Transit District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under the Contract and such other evidence of insurance or copies of policies as may be reasonably required by the Transit District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII." Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. Contractor will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Should Contractor fail to obtain and maintain the insurance required by the Contract, the District may obtain such coverage at Contractor's expense and charge the cost of such insurance along with liquidated damages to Contractor or terminate the Contract.

ARTICLE 41 CONDITIONAL PROPOSALS

Conditional proposals or those that take exception to the specifications in this IFB may be considered non-responsive at the Transit District's sole discretion and may be rejected.

ARTICLE 42 MEDIA COVERAGE

The Contractor shall not discuss any matter related to the provision of this service to any media including but not limited to: newspapers, radio stations, television stations, trade journals, social media or at any public forum live or recorded without express written permission of the Transit District's CEO.

ARTICLE 43 BID/PROPOSAL PROTEST PROCEDURE

This procurement is being conducted in compliance with FTA Circular 4220.1F, as amended, and all applicable Federal, State and local procurement regulations. As required by Federal Regulation, any protests arising under this Invitation for Bid shall be handled through the District's protest procedures. This section details protest rights and discusses a process and deadlines by which protests must be submitted.

#### General

Protests will only be accepted by the District from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The District will consider all such protests, whether submitted before or after the award of a contract. The District does not intend to allow the filing of bid protests to unnecessarily delay the procurement process. All protests must be in writing and conform to the following requirements:

1. Be concise and legally arranged;
2. Provide name, address and telephone numbers of protester;
3. Identification of the solicitation or contract number;
4. Provide a clear and detailed statement of the legal and factual grounds of the protest including copies of all relevant documents; and
5. Provide a statement as to what relief is requested.

#### Pre-Bid before Award

Pre-Bid Protest must be submitted prior to bid opening, which will include protests addressing the adequacy of the IFB's pre-award procedure, Instruction to Bidders, General Terms and Conditions, Specifications and Scope of Work. If the written protest is not received by the time specified, the bid or evaluation process shall continue. Thereafter, all issues and appeals are deemed waived by all interested parties.

The District will determine if the bid opening should be postponed. If the bid opening is postponed, the District will contact Bidders who have been furnished a copy of the proposal/bid notifying them that a protest has been filed and that bid opening is postponed until a final decision is issued. Any appropriate agenda will be issued regarding a rescheduling of the bid opening.

#### Protest after Bid Opening

When a protest against the making of an award is received, and whose bids might become eligible for award, Bidders may submit a protest, within five (5) business days, conforming to the method detailed in the "General" section above. Award of a contract will be suspended for five (5) business days after the matter is resolved. The District reserves the right to proceed in contract award if it is determined that:

1. The items to be procured are urgently requested; or
2. Delivery or performance will be unduly delayed by failure to make the award promptly; or
3. Failure to make a prompt award otherwise causes undue harm to the District, the State of Connecticut or the Federal Government.

In the event that the District determines that an award is to be made during the five (5) day period or during the pendency of a protest, the Federal Transit Administration (FTA) will be notified prior to the making of the award. FTA reserves the right not to participate in such procurements.

#### Protest after Award

Protest against an award must be filed with the District within five (5) Business days immediately following the award. This protest shall conform to requirements of the "General" section above. Thereafter, such



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issues are deemed waived by all interested parties. If it appears that the award may be invalidated and a delay in receiving the supplies or service is not prejudicial to the District's interest, the District shall by a mutual agreement with the contractor, suspend performance on a no-cost basis.

The District's Chief Executive Officer, or his designee, will evaluate and make a decision. Following an adverse decision by the District, the protester may file a protest with the Federal Transit Administration (FTA).

Federal Transit Administration (FTA) Review of Protest

Reviews of protests by FTA will be limited to a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest or there is a violation of Federal Law or Regulation. The cognizant FTA Regional or Headquarters Office must receive an appeal to FTA, with a copy to the District, within five (5) working days, of the date the protester knew or should have known of the violation. Protesters shall include the District's project/solicitation number, a statement of the grounds for protest and all supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures. The complaint process, stated within that law or regulation, will handle violations of Federal law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.

Judicial Authority:

The laws of the State of Connecticut shall govern this IFB and any subsequent Contract. The venue for any litigation arising from this IFB or Contract shall lie in Fairfield County, Connecticut.

END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

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## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and drawing conventions.
7. Miscellaneous provisions.

- B. Related Requirements:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

#### 1.3 PROJECT INFORMATION

- A. Project Identification: Norwalk Transit District Fuel Island, Tank Replacement & Service Lane Upgrades.

1. Project Location: 275 Wilson Avenue, Norwalk, CT 06854.

- B. Owner: Norwalk Transit District

1. Owner's Representatives: Lori Hammill (203) 299- 5162 and Robert Edwards (203) 299- 5172.

- C. Project Manager: Michael Galley (716) 688-0766

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. This project consists of the removal and replacement of existing fueling tanks, construction of a fueling island and canopy, and interior alterations to the existing service lane within the bus storage building, all located at 275 Wilson Avenue, in Norwalk.

B. Type of Contract:

1. Project will be constructed under single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to construction areas and agreed upon phased staging area determined post award with the Architect, Owner and Contractor.
2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 COORDINATION WITH OCCUPANTS

A. Coordinate with Occupants

1. Full Owner Occupancy: Owner will occupy site and existing building(s) and continue operations during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - a. Coordinate phasing and shutdowns with Owner, including IT systems to remain operational.
  - b. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - c. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.



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B. Coordinate with Owner's Vendor/Subcontractor

1. Contractor is responsible to coordinate with Owner's third party vendor for the delivery, installation, and final connections of the bus wash equipment.
  - a. Contractor to coordinate with the Owner's third party vendor/supplier in order to verify the purchase date and delivery date of the Owner supplied equipment to properly schedule the completion of their work as detailed in Section 011000 Summary of Work.
  - b. Contractor is responsible to work in conjunction and schedule with the Owner's vendor/supplier to complete the work in timely manner, (including any mobilization or remobilization required) with no additional cost to the Owner or impact on the project schedule.
  - c. Contractor agrees that sufficient manpower is available to progress their work in accordance with the Owner's Representative's construction schedule. It is mutually understood that the Contractor shall cooperate with the Owner's Representative in reducing the overall construction time.

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1.7 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: 7:00 a.m. to 6:00 p.m., Saturday. 9:00 a.m. to 4:00 p.m., Sunday.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect & Owner not less than five days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect & Owner not less than five days in advance of proposed disruptive operations.
2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Air Quality Control: The Contractor shall exercise every reasonable precaution throughout the duration of the Contract to safeguard the air resources of the State by controlling and abating air pollution in accordance with the D.E.P.'s regulations.

1. These measures shall include:
    - a. The control and abatement of dust, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances and any combination thereof arising from Project operations, hauling, storage, or manufacture of materials.
    - b. Minimization of exposed erodible earth area to the extent possible.
    - c. Stabilization of exposed earth with grass, pavement, or other cover as early as possible.
    - d. Application of stabilizing agent (i.e., calcium chloride, water) to the work areas and haul roads.
    - e. Covering, shielding, or stabilizing stockpiled material as necessary.
    - f. Use of covered haul trucks.
    - g. To minimize drag out, the incidental transport of soil by construction equipment from unpaved to paved surfaces, rinsing of construction equipment with water or any other equivalent method.
  2. The Contractor shall be responsible for obtaining any permits necessary for the operation of its Project equipment including but not limited to crushers, compressors and generators.
- F. **Vehicle Emissions:** All motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.
1. Idling of delivery trucks, dump trucks, and other equipment shall not be permitted in excess of 3 minutes during periods of non-activity except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c). No mobile source engine shall be allowed “to operate for more than three (3) consecutive minutes when the mobile source is not in motion, except as follows:
    - a. When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,
    - b. When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,
    - c. When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,
    - d. To bring the mobile source to the manufacturer’s recommended operating temperature,
    - e. When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),
    - f. When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or
    - g. When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation.”
  2. To minimize impacts to air quality during construction the following best management practices will be followed:
    - a. Use of construction equipment with air pollution control devices.

- b. Use of clean fuels including ultra-low sulfur diesel fuel (15 ppm sulfur), compressed natural gas or emulsified fuels (e.g., Purinox, approved by the California Air Resources Board).
  - c. The Contractor shall establish staging zones for vehicles that are waiting to load or unload at the contract area. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutters and the general public.
  - d. All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing and convalescent facilities. Engine exhaust shall be located away from fresh air intakes, air conditioners, and windows.
3. Any costs associated with this "Vehicle Emissions" article shall be included in the general cost of the Contract. In addition, there shall be no time granted to the contractor for compliance with this notice.
- G. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor-air intakes.
- H. Controlled Substances: Use of tobacco products and other controlled substances within the existing building and on Project site is not permitted.
- I. Employee Identification: Provide picture identification tags for Contractor personnel working on Project site including Company information. Require personnel to use identification tags at all times.
- J. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.
- 1.8 SPECIFICATION AND DRAWING CONVENTIONS
- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

## 1.9 SUMMARY OF REQUIRED SUBMITTALS

- A. The following is a list of submittals arranged in the order of time milestones. The list is not intended to be complete, but to summarize important submittals in one location convenient for reference for all parties, for the purpose of helping ensure the submittals are made at the proper time so as not to impede the progress of the work.
1. Submittals required prior to Notice of Award:
    - a. Contractor's Qualification Statement.
    - b. Work to be performed by the bidder with his own forces.
    - c. List of subcontractors and other entities proposed to provide portions of the work.
    - d. Back-up data for proposed substitutions.
    - e. Cost breakdown of the bid.
    - f. Refer to Supplementary Instructions to Bidders for more complete information.
  2. Submittals required prior to Award of Contract:
    - a. Performance and Payment Bonds
    - b. Insurance Certificates
  3. Submittals required prior to Mobilization at the Project Site:
    - a. Schedule of Values – Refer to Section 012900.
    - b. Preliminary Project Schedule – Refer to Section 013200.
    - c. Phasing Schedule – Indicate proposed schedule for completing work within the maintenance bays.
    - d. Submittals Schedule – Refer to Section 013300.
    - e. Safety Program and name of Safety Coordinator.
    - f. List of principal staff names and assignments – Refer to Section 013100.
  4. Submittals required prior to commencement of each portion of the work:
    - a. Acceptance of existing conditions and substrates upon which work is to be performed. Include verification that existing mechanical and electrical systems are functioning in each area of work. Refer to Section 017300.
    - b. Refer to individual Specification Sections for required shop drawings, product data, samples, test reports, certificates, and other required submittals.
  5. Submittals required prior to Substantial Completion and Final Completion: Refer to Section 017700.



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END OF SECTION 011000