



City of Norwich

Department of Finance – Purchasing Agent
100 Broadway, Room No. 105
Norwich, CT 06360

Phone: (860)823-3706
Fax: (860)823-3812
E-mail: whathaway@cityofnorwich.org

INVITATION FOR BIDS

Bid No.: 7599

Due Date and Time: March 6, 2019 at 2:00 P.M.

Title: Renovation of the Fire Escape at 23 Union Street, Norwich, CT

Special Instructions:

The following information must appear in the lower left hand corner of the envelope:

Sealed Bid No.: 7599

Not to be opened until March 6, 2019 at 2:00 P.M.

Return Bids to:

William R. Hathaway, Purchasing Agent
City of Norwich
100 Broadway, Room 105
Norwich, CT 06360-4431

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CITY OF NORWICH
Invitation for Bids

Bid No. 7599

Sealed bids for the **Renovation of the Fire Escape at 23 Union Street, Norwich, CT** will be received in the office of the Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360-4431, until **2:00 P.M. prevailing time on March 6, 2019** . All bids will then be publicly opened and read aloud.

The bid documents may be downloaded from the following websites:

City of Norwich	http://www.norwichct.org/bids.aspx
State of Connecticut	http://das.ct.gov/SCP_Search/Default.aspx

Addenda, if any, will be posted on the websites listed above. All bidders, prior to submitting their bids, should check the websites to ensure they have received all issued addenda.

In order to familiarize themselves with the existing conditions of the fire escape and roof, Contractors **must** visit the site prior to submitting a bid for this project

Requests for information (RFIs) must be submitted in writing no later than **12:00 P.M. on February 22, 2019**. RFIs must be sent to William R. Hathaway, Purchasing Agent via fax to (860)823-3812, e-mail to whathaway@cityofnorwich.org or U.S. Postal Service to City Hall, 100 Broadway, Room 105, Norwich, CT 06360-4431.

Bid surety in the form of a bid bond, certified or bank check in the amount equal to five per cent (5%) of the total bid amount is required at the time of bid.

The City of Norwich reserves the right to reject and all bids, in whole or in part, to waive minor irregularities in the bidding and to award the bid to other than the low bidder if deemed in the best interest of the City of Norwich.

The City of Norwich is an Equal Opportunity/Affirmative Action Employer. Minority/Women's Business Enterprises are encouraged to apply. This contract is subject to state set-aside and contract compliance requirements.

William R. Hathaway
Purchasing Agent



RETURN THIS FORM IMMEDIATELY

**City of Norwich, CT
Acknowledgement of Receipt of Bid Documents**

Bid No.: 7599
Title: Renovation of the Fire Escape at 23 Union Street, Norwich, CT

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help the City of Norwich to maintain proper follow-up procedures and will ensure that your firm will receive any addendum that may be issued.

Date Issued: 02/13/2019
Date Documents Received: ____/____/____
Do you plan to submit a response? ____ Yes ____ No

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)823-3812

E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP



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<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

All Invitations for Bids issued by the City of Norwich ("City") will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation for Bids.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org/bids.aspx>
http://das.ct.gov/SCP_Search/Default.aspx
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier. The City also reserves the right to make multiple awards.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a



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Standard Bid and Contract Terms and Conditions

discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidder represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are "doing business as"; **Individual** - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

15. The City requires the Contractor to carry commercial general liability insurance to protect it from loss. The following minimum limits shall be met:
Bodily Injury and Property Damage: \$1,000,000 each occurrence; \$2,000,000 aggregate
Products or Completed Operations: \$1,000,000 each occurrence; \$2,000,000 aggregate and be written with a per project aggregate.
Professional Liability (Errors and Omissions): \$2,000,000 each occurrence
Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident
Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid.
Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage..

The Contractor shall provide the City with a Certificate of Insurance before any work is performed. The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

All policies, except Professional Liability, shall contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via certified mail.

Samples

16. Accepted Bid samples do not supersede the Specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted Bid sample. Samples are furnished free of charge. Samples may be held for comparison with deliveries.



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Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.
18. The Purchasing Agent may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.
20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.
22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.
23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.
24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents, servants and employees agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents, servants and employees, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, servants and employees, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.



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26. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the City. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the City. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.
27. Notwithstanding any provision or language in this contract to the contrary, the purchasing agent may terminate this contract for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the City, upon request, with adequate assurances of future performance. In the event of termination for cause, the City shall not be liable to the Contractor for any amount of supplies or services not accepted, and the Contractor shall be liable to the City for any and all rights and remedies provided by law. If it is determined that the City improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
28. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

29. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Bid specifications.
30. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid specifications.
31. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

32. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

33. Contractors may not reference sales to the City for advertising and promotional purposes without the prior specific approval of the Purchasing Department.

Rights

34. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Norwich purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.



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Standard Bid and Contract Terms and Conditions

35. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.
35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**INSTRUCTIONS TO BIDDERS
CITY OF NORWICH, CT 06360**

**Bid Number: 7599
Renovation of the Fire Escape at 23 Union Street, Norwich, CT**

The following instructions and specifications shall be observed by all bidders:

1. Time and Place of Bid Opening

Bids for the **Renovation of the Fire Escape at 23 Union Street, Norwich, CT** will be opened at **2:00 P.M. on March 6, 2019** at the Purchasing Office, 100 Broadway, Room 105, Norwich, CT 06360. Any bid received after the time and date of bid opening shall not be accepted.

2. Availability of Bid Documents

Bidders are advised that all bid documents relative to this project are only available online at the following web addresses:

<http://www.norwichct.org/bids.aspx>

https://biznet.ct.gov/scp_search/default.aspx

3. Bid Addenda

If additional information becomes available or changes are made to the bid documents, an addendum will be issued not later than 3 days prior to the bid opening date. All addenda shall become part of the Contract Documents.

All addenda will be sent via e-mail to those bidders that complete and return the Receipt Acknowledgement for to the Purchasing Department. It is incumbent on the bidder to ensure that it has received all issued addenda by checking the websites listed above. Failure of any bidder to receive any such addendum shall not relieve it of the obligations under its bid as submitted. Certification of receipt of addenda shall be made by the bidder on the proposal.

Notice of any addendum will be posted on the following websites:

<http://www.norwichct.org/bids.aspx>

https://biznet.ct.gov/scp_search/default.aspx

4. Bid Instructions

Bids must be enclosed in a sealed envelope, addressed to the City of Norwich and clearly identified with the bid number and name as shown on the face of these bid documents.

Bids must be made on the attached forms with complete information as requested of the bid forms. Bids submitted on forms other than those included within this document shall not be considered.

5. Examination of Site Conditions

Bidders must satisfy themselves by personal examination of the site and location of the proposed work as to the actual conditions and requirements of the work and inform themselves fully of the conditions relating to the construction and labor under which the work will be performed. No claim because of lack of knowledge by the contractor regarding the site, the

proposed work or content of the specifications and drawings will be allowed. At the date established for the opening of bids, it will be presumed that each bidder has made an examination of the location and site of the work to be done under this contract and has satisfied itself as to the actual conditions and requirements.

6. Sales and Use Tax

Bidders are reminded that the Connecticut State Sales and Use Tax and associated Federal taxes are not applicable under this contract, and therefore these taxes are not to be included in the bid price(s).

Under the terms of Connecticut Agencies Regulations §12-426-18, Contractors and Subcontractors, the contractor may purchase materials and supplies as are to be installed or placed in projects being performed under these contracts and will remain in such projects after completion, including tangible personal property that remains tangible personal property after its installation or placement, without payment of the tax and shall not charge any such exempt organization or agency any sales or use tax thereon.

7. Definitions

For the purposes of these documents:

The word "City" means the City of Norwich, CT.

The words "City Manager" mean the City Manager of the City of Norwich, CT.
The word "Director" means the Director of Public Works for the City of Norwich, CT.

The word "Engineer" refers to the City Engineer of the City of Norwich, CT.

The word "Bidder" refers to the party or parties submitting a bid to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

The word "Contractor" refers to the party or parties contracting to perform the work to be done or materials to be furnished under the Contract; the legal representatives of such party or parties.

8. Project Location

The work for this project will be performed at 23 Union Street in Norwich, CT.

9. Intent

The intent of these specifications is to obtain a Contractor that will furnish all labor, supervision, tools, materials and equipment necessary to install curbing, sidewalks and other associated work on the designated street(s) within Norwich, CT as detailed within these specifications.

10. Work Schedule

The Contractor shall contact the Engineering Department at (860)823-3798 prior to the start of any work associated with this Contract.

No work will be performed at night or on Sundays or legal holidays, except in case of emergency and only to the extent to make the work site safe. The normal work day shall be considered as any eight (8) hour period falling between 7:00 A.M. and 4:00 P.M., Monday through Friday. Special clearance will be required for work outside these times.

All work under this Contract is to be completed not later than thirty (30) days after receipt of the Notice to Proceed.

11. Evaluation of Prices Submitted

Bids will be compared on the basis of the estimated quantities times the unit or lump sum prices stated in Bid. In the event of a discrepancy between prices written in word and figures, the prices written in words shall govern. In the event of a discrepancy between (1) the Total amount of lump sum line items and/or unit prices as recorded on the bid form by the bidder and (2) the Total amount of the bids as recorded on the bid form by the bidder and tabulated by the Purchasing Agent, the latter shall prevail.

It is the intent of the City to make award to the lowest, responsible qualified bidder (Ref. C. G. S. §4a-59).

12. Engineer's Estimate of the Work

The Engineer's estimate of the work and materials by which the bids will be compared are as shown in the Bid and are solely for the purpose of comparing bids received and are approximate only and are not guaranteed.

13. Contractor Qualifications

Bidders, if requested, must be able to present satisfactory evidence that they are capable and fully prepared with necessary capital, personnel, materials and equipment to do the work to be contracted under this proposal.

Please see **ATTACHMENT A** for Contractor qualifications.

14. Certificate in Good Standing

Any corporation whose bid is being considered for acceptance by the City may be required, if requested, to provide a "Certificate of Good Standing" from the Office of the Secretary of State for Connecticut.

15. Acceptance/Rejection of Bids

The City may reject bids which are incomplete, conditional, obscure, contain additions not called for, erasures or corrections not initialed, or which contain alterations or irregularities of any kind. The City may rightfully waive informalities. The Purchasing Agent reserves the right to reject any or all bids; or the bids for any one or more commodities or contractual services included in any or all bids; and, unless otherwise specified, to buy any part or the whole from one or more bidders when it is in the best interest of the City to do so. The City also reserves the right to reject any or all bids, or to award any bid to other than the low bidder if it is deemed in the best interest of the City to do so.

Determination of the best interest of the City shall include consideration of active or pending civil litigation between the City and any firm (or its subcontractors or suppliers) submitting a bid to the City.

16. Withdrawal of Bid Submitted

Any bid may be withdrawn prior to the designated date and time for receipt of bids. Bids may be withdrawn ninety (90) days after the bid opening if no award has been made by the City. If the City does not award a contract within ninety (90) days after opening of bids, all bids will be null and void, except this time may be extended on mutual agreement of the City and the lowest qualified vendor, as determined by the City.

17. Contract Execution

The firm(s) whose bid(s) has/have been accepted by the City will be required to furnish all insurance certificates in the amounts specified, within 5 days from the date of the notice of award. The firm(s) will also be required to furnish all performance and payment bonds to the City prior to contract signing.

The firm(s) whose bid is accepted will be required to execute a contract, in substantially the form included in the bid documents, on a date and time mutually agreed to by all parties. Once the contract is executed, the contractor(s) will be issued a Notice to Proceed.

Contracts valued at less than \$25,000.00 may be executed directly via the issuance of a purchase order, at the discretion of the City.

18. Inclusion of Contract Provisions

The bidders' attention is directed to the form of this agreement, which, in addition to the Instructions to Bidders includes the bid proposal forms, general provisions, special provisions, federal/state provisions, specifications, measurement and payment provisions, contract drawings (if applicable) and standard detail drawings.

19. Contact Related Documents

The Contractor shall provide the bonds and Certificates of Insurance to the Purchasing Agent. In case of failure or refusal on the part of the bidder to enter into a contract or to furnish the required bonds and/or required certificates of insurance within the set time periods, the bidder shall forfeit to the City of Norwich such part of the bid bond as shall be equal to the difference between the total bid of the defaulting bidder and the total bid of the person or persons with whom the contract is finally executed.

20. Acceptance of Alternate Materials or Methods

When alternate bids are asked for, the City at time of the awarding or prior to signing of the contract, through its Engineer, will select which type of material or which method of construction will be used.

21. Indemnification

The Contractor shall indemnify and save harmless the City and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments,

awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the work, whether or not due to or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the City or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the City other than supervisory acts or omissions of the City in the work.

22. Equal Opportunity Employment and Affirmative Action

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act as well as the provision of Title VI of the Civil Rights Act of 1964 and all amendments thereto. Each contractor with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, gender, national origin or age and which specifies the goals and target dates to assure the implementation of equal opportunity employment. Each contractor with fewer than 15 employees shall be required to have a written equal opportunity employment policy statement declaring that it does not discriminate on the basis of race, color, religion, gender, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract. The contract is also subject to contract compliance requirements mandated by Connecticut General Statutes §§ 4a-60 and 40a-60a.

23. Contractor's and Subcontractors' Insurance

The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of Norwich Code of Ordinances, Article IV., §2-71. All insurance shall be obtained from companies satisfactory to the City.

Insurance shall be in such forms as will protect the Contractor from all claims and liability for damages for bodily and personal injury, including accidental death, and for property damage, which may arise from operations under the Contract, whether such operations be by itself, its subcontractors, or by anyone directly or indirectly employed or engaged by it.

The following types of insurance shall be provided before starting and until final completion and acceptance of the Work and expiration of the guarantee period provided for in the Agreement.

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.

- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.
- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that the City will be notified in writing of cancellation or restrictive amendment at least 30 days prior to the effective date of such cancellation or amendment.

Certificates from the Contractor's insurance carriers stating the coverages provided, the limits of liability, and expiration dates shall be filed in triplicate with the Engineer before operations are begun. Such certificates shall be on the form furnished by the Engineer.

Renewal certificates must be furnished by the Contractor prior to the expiration date of any of the initial insurances.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of its responsibilities, obligations and liabilities under the Contract.

24. Bond Requirements

For all contracts in excess of \$50,000.00, the awarded contractor shall provide the City with the following bonds in the minimum amounts specified herein.

- a. **Labor and Materials Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City payments for all labor, materials and equipment utilized in the completion of the work under this contract in the amount of the contract award.
- b. **Performance Bond** in the amount equal to 100% of the Total Proposal Price guaranteeing to the City the completion of the Contract.

All bonds shall be issued by a surety that is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) issued by the U.S. Department of the Treasury, Bureau of the Fiscal Service, Surety Bond Section.

It is distinctly agreed and understood that any changes in the plans and/or specifications for this work, whether such changes decrease or increase the amount thereof, or the manner or time of payment, shall in no way annul, release or affect the liability and surety on the bond given by the contractor.

25. Safety

All work done and all equipment used shall comply with all pertinent OSHA, Federal, State and local regulations, laws and ordinances affecting those employed and any affecting the conduct of the work.

Not later than thirty (30) after the date of contract award, the awarded contractor shall furnish proof to the Commissioner of the State of Connecticut Department of Labor that all employees performing manual labor on or in such public project, pursuant to such contract, have completed the 10 hour OSHA Construction Safety and Health course, or in the case of telecommunications workers, have completed at least 10 hours of training in accordance with 29 CFR 1910.268.

The State of Connecticut and all political subdivisions have adopted a zero tolerance policy for workplace violence. In accordance with Executive Order No. 16 issued by Governor John G. Rowland, all contractors, subcontractors and vendors must comply with this policy.

26. Personnel Requirements

All work under this contract shall be performed by competent and proficient tradesmen employed by the contractor and under its supervision. Apprentices and helpers may be used, but only under the direct supervision of the job foreman.

27. Subcontractors

The Contractor shall not sublet any portion of the work without written permission from the City. In no case may it be more than forty-nine percent (49%) of the monetary value of the contract. The major units of the work shall be performed by the Contractor. If the Contractor sublets any part of the work, this does not relieve it or the bonding company of their liabilities and obligations to the City. There is no contractual relationship between any subcontractor and the City. The engineer deals only with the Contractor; subcontractors are recognized as employees of the Contractor.

The Contractor must not assign or dispose of its contract in any way without the consent of the engineer in conjunction with the City Manager. Disposal must be for cause.

28. Freedom of Information

All bids will be publicly opened and read and upon award shall be made available for public inspection, in accordance with the provisions of Connecticut General Statutes § 1-210, Freedom of Information. Copies of any information resulting from any bid opening are generally not available until a contract has been formally awarded.

29. Non-Collusion

The individual signing this bid hereby declares that no person or persons other than members of its organization are interested in this bid or in the contract proposed to be taken; that it is made without any connection to any other person or persons submitting a bid for the same work and

is in all respects fair and without collusion or fraud; that no person acting on behalf of or employed by the City of Norwich is directly or indirectly interested in the supplies or work to which they relate or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

BID FORMS

**CITY OF NORWICH
NORWICH, CONNECTICUT**

**BID FORM
Bid No. 7599
Renovation of the Fire Escape at 23 Union Street**

To: City of Norwich
City Hall
100 Broadway
Norwich, CT 06360

From: _____

The undersigned, having familiarized (herself, himself, themselves) with the existing conditions on the project site affecting the cost of the work, and with the contract documents for the in Norwich, CT and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services and anything else necessary to perform and complete this project, all in accordance with the contract documents at and for the unit prices and/or lump sum prices for the following work items:

ITEM DESCRIPTION

BASE BID

LUMP SUM

Disassemble, power wash, brush, prime and paint the entire structure, and prepare, prime, paint and install the new treads. Properly dispose of lead paint chips. \$ _____

Lump Sum (in writing)

BID ALTERNATE No. 1

Remove damaged roof structure and covering and replace with FRP panels. Install copper flashing. \$ _____

Lump Sum (in writing)

The Bidder acknowledges receipt of the following Addenda:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

The undersigned accepts the terms, conditions and requirements stated in the Owner's Invitation to Bid and contract documents. The undersigned proposes to provide all labor, supervision, equipment, tools and incidentals in accordance with the specifications.

The undersigned has carefully checked all the figures on the Bid Form and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder understands and agrees to complete the work within thirty (30) calendar days from the date of the Notice to Proceed.

Bidder understands that the City of Norwich reserves the right to reject any or all bids, in whole or in part, and to waive any informality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of Bids.

Respectfully submitted:

Name and Title (in cursive)

Name and Title (printed)

(Seal – if bid is by a corporation)

Business Address

Include this form with your response to the IFB

NON-COLLUSION AFFIDAVIT

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

(Individual's Name)

1. He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

herein after referred to as the "Bidder" that has submitted the attached bid;

2. He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid, in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
6. That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public

My Commission expires on _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) SS.

_____ being first duly sworn ,
deposes and says that:

- (1) He is _____ of _____ herein referred to as the "Subcontractor" ;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Norwich, Connecticut ;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Norwich, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of Norwich is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20 _____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____

(Name of Bidder)

By _____

Title _____

State of _____)

County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____

_____ of _____

_____, and that the answers to the foregoing items and questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

(This form must be printed on your firm's letterhead)

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

XYZ Company will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, (unless such disability, even with reasonable accommodation, prevents the applicant from being able to perform the work involved), or in any manner prohibited by the laws of the United States or of the State of Connecticut¹. Further, **XYZ Company** will not retaliate against or condone retaliation against any person or group of persons who oppose actions, treatment or conduct that they believe to be discriminatory.

As an Equal Opportunity Employer, it is the policy and practice of **XYZ Company** to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation or any other terms and conditions of employment on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability including, but not limited to, blindness, unless such disability prevents performance of the work involved.

XYZ Company shall take affirmative action to insure that applicants with job-related qualifications are employed and to insure that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. If an individual has a disability for which a reasonable accommodation is requested, **XYZ Company** will engage in an interactive process with the individual/representative to determine the individual's needs and accommodation.

(If **XYZ Company** is a union contractor) **XYZ Company** assures that each labor union or representative of its workers has been provided with a copy of this statement and has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and has been informed of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company also assures that each of its vendors has been informed that **XYZ Company** is an Affirmative Action/Equal Opportunity Employer and of **XYZ Company's** obligations to comply with state and federal law.

XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders. In order to implement our Affirmative Action/Equal Opportunity Employment Program, **XYZ Company** will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the posters regarding Labor and

Discrimination Laws, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site.

Management and supervisory staff will be advised of their responsibilities to ensure the success of this program. Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (**Insert Head of Company's Name and Official Title**). The day-to-day duties for the plan will be coordinated by (**Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer**), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for **XYZ Company**.

¹ If XYZ Company is a firm located in Connecticut and this EEO policy statement is the Company's only EEO policy statement, the company should include all of the covered statuses protected by Connecticut's employment law (e.g.: learning disability and genetic information) to avoid any confusion of employees' protections against discrimination.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Connecticut State Agency Contract Compliance Regulations Section 46a-68j-27(4).

This Affirmative Action Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Affirmative Action Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Affirmative Action Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

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CITY OF NORWICH
DEPARTMENT OF PUBLIC WORKS
GENERAL CONDITIONS

1. DEFINITIONS

1. Owner - The Owner of the project is the City of Norwich acting by the Director of Public Works.
2. Contractor - The term "contractor" as hereinafter used shall refer to the General Contractor for this work or his authorized representative.
3. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any representative of the Department of Public Works who is appointed by the Department to supervise the work and shall extend to and include any engineer or inspector whom he shall designate to inspect, test, or oversee the work herein specified.
4. Department - Whenever this term is used in these General Conditions, "Department" shall mean City of Norwich, Department of Public Works.
5. City - Wherever the term "City" is used in these General Conditions, it shall mean the City of Norwich, the City of Norwich Department of Public Works.
6. Contract - Wherever the term "Contract" is used in these General Conditions, it shall mean the actual bid form, specifications, drawings, General Conditions and formal purchase order issued to the successful bidder.

2. BID FORM

Attached to these specifications is a bid form which shall be used by the contractor submitting bids on this work.

Bids for this work shall be received at the Office of Purchasing Agent, City of Norwich, City Hall Building, at the time of the date designated on the bid forms, and will be publicly opened and read at the time and place, for this work. One copy of bid is for bidders.

Discrepancies between the indicated product of item unit and unit price and the correct product will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

3. CONTRACTOR'S INSURANCE

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal.

The successful bidder must, within ten (10) days from the date of acceptance of his proposal, file with the City of Norwich, Workmen's Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance satisfactory to the City of Norwich, in compliance with the law, and in the following form and amount:

COMPREHENSIVE GENERAL LIABILITY

Premises - Operations - Products/Completed Operations

General Aggregate \$2,000,000.00

Occurrence \$2,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000.00

WORKMEN'S COMPENSATION Statutory

EMPLOYERS LIABILITY: \$100,000

Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

Any additional insurance coverage that may be required for permits issued by other authorities having jurisdiction over the work site shall be provided by the successful bidder.

If subcontractors are employed, same limits as named above shall apply and the certificate of insurance must be filed with the City.

No contract shall be binding upon the City of Norwich until such bond shall have been given and until Comprehensive General Liability, Comprehensive General Auto Liability and Workmen's Compensation policy certificates indicated above have been filed with the City and approved as to form and sufficiency by the Owner. The insurance policy certificate provided by the successful bidder and all subcontractors shall carry a statement by the insurance company that the City of Norwich will receive at least ten (10) days notice prior to cancellation of any portion of the policies or any modifications in the insurance coverage that may affect the City's interest. The cost of all insurance coverage shall be included in the price of the contract cost.

The insurance company must be licensed to do business in the State of Connecticut and must be satisfactory to the City of Norwich. THE CITY OF NORWICH MUST BE NAMED AS ADDITIONAL INSURED.

4. NONRESIDENT CONTRACTOR BOND

Connecticut General Statute Section 12-430(7) requires that when a nonresident contractor enters into a contract they must post a 5% cash or guarantee bond for the total contract amount with the Commissioner of Revenue Services.

5. INDEMNITY OF CITY BY CONTRACTOR

The Contractor shall indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City, and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind of nature including workmen's compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of contractors or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of contractor under the terms of the contract. The contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless the City against all liability, judgments, costs and expenses which may in any wise come against the City or which may in any wise result from carelessness, omission or neglect of the Contractor or his

agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the City resulting from the failure to maintain sufficient railing or fence as required by Section 13a-111, Conn. General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Conn. General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

6. PERMITS, LICENSES AND LAWS

The contractor shall obtain all necessary permits or licenses from the proper authorities and shall give all notices required by law or ordinance, and shall pay all fees and charges incident to the due and lawful prosecution of the work and shall comply with all laws, ordinances and regulations relating thereto.

7. RIGHT TO REJECT BIDS

The City of Norwich reserves the right to reject any and all bids to waive any technicalities and to make such awards, including awards not to the lowest bidder, as it deems in its opinion to be the best interest of the City of Norwich, awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining bidders.

8. BIDDERS TO EXAMINE SPECIFICATIONS AND VISIT SITE OF WORK

Bidders must carefully examine the specifications, and in addition must use whatever means may be necessary to completely satisfy themselves not only of the quantity of equipment and labor and the extent and requirements of the work, but also of the actual conditions under which the work specified is to be performed. It is therefore pre-requisite that all bidders shall visit the site of the work to determine actual conditions for themselves. No future plea of ignorance of existing conditions shall be considered as a basis for additional compensation.

If bidders fail to fully understand any clause or requirement of the specifications, inquiry must be made of the Owner's Representative for his interpretation of the specifications in advance of the submission of a bid. Failure on the part of the bidder to acquaint themselves thoroughly with the work to be performed and the conditions under which it will be performed will not be considered as a valid excuse for claims of any kind after the award of the contract. The signature of the bidder upon the bid shall be considered proof of his acceptance of full responsibility in this respect.

9. REPRESENTATION OF CONTRACTOR

The contractor represents and warrants that he is financially solvent and that he is experienced and competent to perform the type of work outlined on the specifications and drawings and that he has carefully examined the drawings and specifications along with addendum (or addenda), if any, and the site of the work, and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of the surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance and that he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without injury to persons or property. He further warrants that any injury to persons or property resulting from the work shall be the sole responsibility of the contractor.

10. COMPETENT HELP TO BE EMPLOYED

The contractor shall employ an experienced superintendent and foremen, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, or guilty of being noisy, profane, or otherwise disruptive to the surrounding working environment, he shall be discharged immediately upon the request of the Owner and shall not again be employed on the work.

11. PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person applicant for employment or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the contractor as related to the provisions of this section.

12. SCOPE OF WORK

The contractor, as promptly and as economically as practicable, shall perform all necessary engineering services, shall procure, order and furnish all of the required materials (unless furnished by the Owner), labor, equipment, tools, plant, etc. and perform all of the services necessary for the construction, installation and completion of, and shall construct, install and complete all work called for and described in the specifications, drawings and other descriptive data that may be referred to herein. The Department will provide bench marks and control stakes in order to complete the work. The contractor shall protect and maintain these points for the duration of the construction. It is the obligation of the contractor to utilize these bench marks and stakes to determine lines and grades, and to provide his own grade stakes.

13. MATERIALS

Unless otherwise specified the Contractor warrants that all materials shall be new and shall be of good quality. The Contractor shall, if required by the Owner, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the Owner, and all materials thereafter furnished by the Contractor shall be in strict accordance with such approved samples.

14. SUB-CONTRACTS

The Contractor agrees to obtain the agreement of every subcontractor to be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the Owner.

15. ASSIGNMENT

No assignment or transfer of the contract, or of any money or moneys due or to become due thereunder, or any part of such contract or of such money, will be permitted, until and unless the same shall be approved by the Owner, nor shall the contractor subcontract any substantial portion of this contract without Owner's written consent.

16. SEPARATE CONTRACTS

The Owner shall have the right to let other contracts in connection with this work or other work and the Contractor shall afford other Contractors reasonable opportunity for the execution of their work and shall properly connect and coordinate its work with theirs. The Contractor shall be liable for any damage that it, its agents or employees may cause to any other contractor and shall save Owner harmless therefrom. The Owner also reserves the right to perform work related to the contract with his own employees.

17. PARTIAL INVALIDITY

The Owner and Contractor agree that they will perform their obligations hereunder in accordance with all applicable laws, rules, regulations and ordinances now and hereafter in effect. If any term or provision of these conditions shall be found to be illegal or unenforceable then, notwithstanding, these conditions shall remain in full force and effect and such term or provision shall be deemed stricken.

18. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger warning signals and signs as will absolutely prevent accidents during the construction work and protect the work and insure the safety of personnel and public at all times and places; and the contractor shall defend, indemnify and save harmless the City and its agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the contractor or his sub-contractor, or their servants or agents including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes. The fact that the City may retain the control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the contractor's obligation hereunder.

Contractor shall furnish, maintain and use, and cause all his sub-contractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner's Representative are conducive to safe operation by the contractor and the sub-contractor. The Owner's Representative shall have the right to order any and all work suspended where, in the Owner's Representative's opinion such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's Representative's requirements have been met and the Owner's Representative has directed that work shall resume. The work required by the preceding paragraph shall be totally at the contractor's expense.

In addition to above, when and as necessary, or when required by the Owner, the contractor shall post signs and employ watchmen or flagmen for directing of traffic at the site and for excluding at all times unauthorized persons from the work, for which the contractor will not be paid additional compensation.

19. FIRE PRECAUTION

The Contractor shall take adequate precaution against fire; keep flammable material at an absolute minimum; and insure that such material is properly handled and stored. The contractor

shall not permit fires to be built or open salamanders to be used in any part of the work without the express approval of the Owner.

20. "OR APPROVED EQUAL" CLAUSE

Whenever a particular brand, make of material, device or equipment is shown as required on bid form by using the name of the proprietary product of a particular manufacturer or vendor, it is to be regarded merely as standard. Any brand, make of material, device or equipment which will perform adequately, may be considered equal and satisfactory providing the bidder offering "or equal" brand, make of material, device or equipment will be responsible for furnishing complete data to the Owner so that he may ascertain if the material is of equal substance and function in his (the Owners) opinion. It shall not be purchased or installed without his written permission.

21. TERMINATION FOR CONVENIENCE

The City hereby reserves the right to terminate the performance of this contract for any reason the City deems appropriate, upon five (5) days written notice to the contractor. The City will pay all actual costs to date of termination, however the contractor shall not be entitled to any profit on unfinished or unearned work.

22. TITLE TO WORK

The title to all work completed or in the course of construction, and all materials on account of which any payment has been made by the Owner to the Contractor, shall be in the Owner.

23. TIME OF COMPLETION

The contractor shall commence work immediately upon receiving notification from the Owner's Representative to do so unless otherwise stated in the bid form and shall follow-up the work diligently without interruption until completed in accordance with the specifications, on or before the date set forth in the specifications.

24. INSPECTION

The Owner or persons designated by the Owner shall have access to and the right to inspect all work in the course of construction.

25. SPIRITUOUS LIQUORS

The contractor shall neither permit nor suffer the introduction or use of spirituous liquors upon the work embraced in this contract. Dope or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, dope or drugs of any kind unless ordered by a physician shall be immediately discharged.

26. WORK CHANGES

The Owner may make changes by altering, adding to or deleting from the work, without invalidating the contract, but all such changes must be mutually agreed upon in writing, after a breakdown of estimated costs and changes in the contract sum attributable thereto and a statement of any necessary changes in time of completion, between the Owner and the contractor before proceeding with the execution of the work. All such changes in the work shall be authorized on a change order. Charges or credits for work covered by the approved change shall be either (a) an agreed lump sum or (b) actual cost.

27. CLAIMS FOR EXTRA WORK

After the contract has been signed, no claims for extra work will be honored, unless authorized in writing by Owner.

28. DEFAULTS

If the contractor shall fail in this prosecution of the work under this contract, to perform any provisions of this contract, the Owner after a five (5) days written notice to the contractor to remedy said failure, and upon the refusal or neglect of the contractor to remedy such failure, the Owner, without prejudice to any other remedy the Owner may have, shall be entitled to remedy such deficiency and any cost thereby incurred by the Owner shall be paid for the account of the Contractor and deducted from the contract sum then or thereafter due the contractor. Any expense or cost arising out of the contractor's negligence, or that of its agents or employees for replacing defective work, and for the disposal of material wrongly supplied, may be paid by the Owner for the account of the Contractors and deducted from the contract sum then or thereafter due the contractor.

29. TAXES

Purchases made by the City of Norwich, Connecticut, are considered exempt from the payment of Federal excise taxes, Connecticut Sales Taxes, etc. and such taxes shall be identified separately or excluded from the bid prices.

30. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The contractor shall also insure that all his operations and those of his sub-contractor abide by the provisions of the William Steiger Occupational Safety and Health Act of 1970, Public Law 91-956 and all subsequent amendments. In the event of any inconsistencies between the above laws and regulations and the provisions of these conditions, the laws and regulations shall prevail. If the Owner or Representative assigned to the work find the contractor or his sub-contractor are not abiding with this act, the Owner shall immediately stop all work until the contractor or sub-contractor adhere to the provisions of the act at no additional cost to the Owner.

31. COMPLIANCE WITH NON-DISCRIMINATION

Through the policies and programs set forth in this plan, the City of Norwich undertakes to comply fully with all applicable Federal, State and Local laws relating to equal employment opportunity, affirmative action, and non-discrimination, and of the contractor's obligations thereunder. The City will not enter into any contract in the knowledge or belief that the contractor will discriminate on prohibited grounds in employment.

In addition, the City of Norwich is specifically obligated to comply with the following laws and regulations where applicable.

Section 109, Housing & Community Development Act
Titles VI and VII, Civil Rights Act of 1964
Title VIII, Civil Rights Act of 1968
Executive Order 11063
Section 3, Housing & Urban Development Act of 1968
Davis Bacon Act (40 U.S.C. 276A - 276A-7)

32. WORK IN INCLEMENT WEATHER

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his sub-contractors to protect carefully his and their work against damage of injury from the weather. If this is not done to the Owner's satisfaction and any damage to the work occurs, the work shall be removed and replaced at the expense of the contractor.

33. PROTECTION OF TREES

The Contractor shall take special care to preserve and protect from injury all trees located along the line of construction and no such trees shall be cut down, trimmed or otherwise cut without permission of the Owner.

34. ARCHEOLOGICAL FINDS

The Contractor for the life of this contract, is herewith required to immediately notify the Engineer in the event that any articles such as "charcoal", "bone", "shell", "cultural objects", "fire cracked stones", or "stone flaking material" or any other such related items of historical significance are discovered.

35. BLASTING

The approval of the Owner shall first be obtained before blasting is permitted. Before any explosive, such as dynamite or detonator caps, are stored or used, the contractor shall contact the Fire Department of the City of Norwich for instructions relative to the regulations for possession and use of explosives in the City of Norwich, Connecticut. The Contractor shall obtain all required permits and licenses for possession and use of explosives to be used on the sites of construction.

The Contractor shall also be responsible for the explosive materials at all times; for keeping of records regarding the explosives open at all times to inspection by the Police and Fire Departments of the City of Norwich, Connecticut; for the storage of explosive materials in a secure manner away from all tools, overnight or for any length of time at the site of construction; for the keeping of only such quantity of explosive material as may be needed for the work underway; for the immediate reporting to the Police and Fire Departments of the City of Norwich, Connecticut, of all unaccounted for explosive materials; for completely, adequately and carefully covering all blasts with suitable blasting mats in such a manner to prevent damage to landscape features, structures, facilities, privately owned and all other properties and surrounding objects and in a manner that will prevent injury to persons.

Unless specifically permitted, no blasting shall be done between the hours of sunset and sunrise on any day and no blasting will be allowed on Sundays or legal holidays.

Receptacles especially constructed for use in the storage of explosives shall be provided for the storage of explosives and they shall be proof against bullets, fire or other conditions which might cause explosions of the contents. When the need for explosives is ended, all such materials remaining on the job shall be promptly removed from the premises.

The Contractor shall be responsible for conducting any visual surveys and documentary photography in the immediate vicinity of the proposed blast site prior to any blasting. The cost of conducting such surveys and photography shall be included in the unit prices for rock removal.

When blasting is not approved by the Owner, alternate means of rock removal shall be used, such as mechanical splitting or hydraulically splitting. If specified in the contract, the Contractor must perform tests on well water and structures prior to any blasting.

36. POWER AND WATER

Should the Contractor require electric power and/or water, he shall make necessary arrangements with the Norwich Public Utilities Department for securing it and bear any expense involved, unless expressly provided for otherwise in the specifications.

37. TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations maintained in a sanitary condition for the workmen; chemical toilets will be permitted.

38. CLEAN-UP

The Contractor shall regularly and at the completion of the job, clean up all excess backfill materials and debris of every nature in order that the sites worked upon shall be left in a presentable condition as existed at the start of the job. It shall be the responsibility of the contractor to sweep and wash all surfaces and where mortar or grout has been deposited before these materials have an opportunity to bond. In case of dispute, the Owner may remove the rubbish and charge the cost of such removal to the Contractor.

39. GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's Representative's final inspection and acceptance as evidenced by final payment. He shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of a faulty material or workmanship and indemnify and hold harmless the Owner from and against all loss or damage arising out of or in connection with any such defects.

40. LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, the contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full covering all material and labor for which a lien could be filed against the Owner.

41. PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or

in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the contractor and shall be submitted to the Owner's Representative for checking and certification. The City shall retain 5% of invoices until substantial completion of the project is reached. Retainage shall be reduced to 2% upon discretion of the City at that time.

42. PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay or to see to the payment of any sum to the sub-contractor. The owner can require a release of all liens for labor. (See Article 41)

43. FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the contractor that his work is completed the Owner's Representative will make a final inspection and will notify the contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at this own cost and expense and to the satisfaction of the Owner's Representative. Upon the completion of such alterations or repairs, the Owner's Representative will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner's Representative shall not prevent the City from recovering damages at any subsequent time for work found to be actually defective during the one year guarantee period that commences after final payment has been made.

44. FINAL PAYMENT

The acceptance by the contractor of payment for the final invoice made after the Owner's Representative's certification of final acceptance as provided for in these General Conditions, shall release the City of Norwich and every agent of the City from all further claims or liabilities to the contractor of whatever nature except for the remaining sum or sums of money withheld under the provisions of the contract.

45. CORRECTIONS

Erasures or other changes in the bid must be explained or noted over the signature of the bidder.

46. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The contractor shall keep at the site of the work at least one copy of the drawings and specifications, and shall at all times give the Owner and his representatives access thereto. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, shall have the same effect as if shown or mentioned on both.

47. LOADING

No part of the materials involved in this contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damages occur through any violation of this requirement, the contractor will be held responsible under his contract and bond.

48. POLLUTION OF WATERS

Special care shall be taken to prevent contamination or muddying up or interfering in any way with the stream flows along the line of work. No Waste matter of any kind will be allowed to discharge into the stream flows or impounded waters of any ponds or other bodies of water.

49. USE OF "HE", "HIS" OR "HIM"

Whenever in these General Conditions the masculine words, "he", "his" or "him" are used pertaining to the contractor or buyer, it shall be for brevity and in no way is any sexual discrimination intended.

50. REFERENCE

Any reference to sections or articles shall be construed as pertaining to Connecticut State Highway Standard Specifications Form 814A.

51. SURPLUS MATERIAL

The surplus material, if requested by the Engineer, shall be placed in designated areas, provided the haul does not exceed 1.5 miles. Should no area be designated, the Contractor shall dispose of the material beyond the limits of this project and in both instances this work will be done at no cost to the city.

CITY OF NORWICH
DEPARTMENT OF PUBLIC WORKS

Bid #7599

Renovation of Fire Escape at
23 Union St.

September 2018



1. Project Description

This contract is for the repair of the fire escape at the rear of 23 Union St. The repair includes the replacement of treads, cleaning the frame and stringers, disposal of lead paint chips and present lead paint covered treads, treating with rust prevention paint, then paint and primer. This bid also includes replacement of the framework and cover of the staircase roof canopy, which needs to be replaced with corrugated Resolite FRP roofing panels. A copper flashing shall be installed through the brick veneer.

General Description of Work:

The contractor shall provide all labor, materials, equipment and supervision necessary for the successful execution of the work of renovating the stair case, frame, and roof. The contractor shall remove and replace all treads. The contractor shall power wash and wire brush entire frame and stringers. A Mystic Air Quality test (Attachment B) found the existence of lead paint, which must be abated and properly disposed of during the stripping process. The Contractor shall comply with the Lead Paint Safety and Health Specifications (Attachment A). The contractor shall prime and paint all the cleaned steel in accordance with the CLA Engineers Inc. report (Attachment C), and the manufacturer's requirements. It is the responsibility of the contractor to protect the building walls, windows and interior from damage.

For the roof structure, the contractor shall provide all labor, materials, equipment and supervision necessary for the successful execution of the work to remove and replace all the framing, and provide a Resolite FRP roofing panel structure. The contractor shall install step down copper flashing into brick veneer.

The contractor(s) **MUST** visit the site prior to bidding on this project to familiarize themselves with the existing stair and roof features, including height and accessibility.

3. Specified Materials:

Steel Staircase

Tread Replacement – EBERL Iron Works: Diamond Plate Stair Treads, Type 20,
1½ inch returns top and bottom

Rust Inhibitor – POR-15 Rust Preventative Coating

Primer – POR-15 High Build Primer

Top Coat (2 coats required) – Sherwin Williams Multi Surface Acrylic Paint (Color to be determined by Owner)

Roof Covering

Structural Framework – Pressure treated lumber, replace in kind

NOTE: May require additional due to Resolite panels versus shingle roof, to secure at panel overlaps

Panels – Resolite panels – FS25A Fire Rated 1240 - 12 oz

Panel Accessories – SB-2 Stainless Steel Side Lap Fasteners-Install @ 18" O.C. on panel side laps

#14 x 1" Type "B" S.S. Screws w 3/4" Dia. Washer-Install 2 per ea. low corrugation

Butyl Tape

Copper Flashing – 16oz - Minimum 4-inch overlap

LEAD PAINT SAFETY AND HEALTH SPECIFICATIONS

1.1 All painted surfaces should be assumed to contain lead based on previous lead paint testing. **Special precautions are required during any potential disturbance of painted surfaces such as demolition and surface preparation.**

1.2 Lead is a serious health hazard to both children and adults. The work may involve the disturbance of surfaces with **lead paint**. To comply with governmental requirements and minimize employee exposure, the contractor must use appropriate controls wherever there is a potential for exposure to lead dust and fumes. Potential for lead release includes any sanding, grinding, scraping, and burning (welding and cutting) of lead paint surfaces.

1.3 All work must be done in conformance with the OSHA 1926.62 regulations regarding lead exposure. These include but are not limited to the following precautions:

1.3.1 All workers at the site must have received an OSHA lead hazard awareness class (typically a 4 hour course given by a competent person) within the last year **or** be licensed as an Lead Abatement Worker or Supervisor. The Supervisor must be EPA RRP certified if he is not a Licensed Lead Abatement Supervisor.

1.3.2 Workers using respirators or performing any lead abatement-up must have current physicals and blood lead tests that meet the OSHA standards.

1.3.3 No eating drinking or smoking will be allowed at the site.

1.3.4 **Any surfaces to be sanded and/or scraped must be lightly misted prior to sanding or scraping.**

1.3.5 There will be no dry sweeping and no dry sanding. No torch cutting of any lead painted surfaces is allowed without removing the paint first. **Only HEPA filtered vacuum cleaners can be used to clean the floor and other surfaces.**

1.3.6 Any paint chips, dust and debris must be placed in a labeled waste container and disposed of as lead waste.

1.3.7 The workers must use eye protection and disposable coveralls and gloves during all surface preparation. The workers will wear a minimum of half face negative pressure respirators with high efficiency filters during the removal process unless the contractor has conducted a negative exposure assessment for similar work. A hand and face wash station will be set up at the site. Workers must wash their hands and face after completion before breaks after any surface preparation. If repeated personal air sampling indicates that exposure levels all well below the OSHA Action Level for Lead (30 ug/M3), the work may be completed without respirators.

1.4 All of the areas will be fully vacated prior to lead paint disturbance. Warning signs will be placed at all entrances and exits to work area. Negative pressure containments (area sealed with plastic and HEPA filtered Air Moving device vented to the outside) must be used in any areas with lead surface preparation.

1.5 The contractor must supply all labor, materials, equipment, services, insurance and incidentals which are necessary or required to perform the work in accordance with the applicable governmental regulations and these specifications.

2.0 SUBMITTALS

2.1 Prior to Commencement of Work the contractor will:

2.1 Submit documentation to the owner indicating that each employee has instruction on the hazards of lead exposure.

2.3 When rental equipment is to be used in removal areas or to transport waste materials, a copy of the written notification provided to the rental company informing them of the nature of use of the rented equipment will be submitted.

3.1 CLEAN-UP

3.2 After any breaks from surface preparations, HEPA vacuum all floors.

3.3 **After completion of all surface preparation and/or demolition**, HEPA vacuum all floors and other surfaces in the work area, and wash all surfaces with a 6% solution of TSP, and HEPA vacuum again. All surfaces must be free of visible dust and debris and must pass random wipe tests for lead in dust (must be less than 40 ug/M3). Lead wipe tests will be conducted by and at the discretion of the building owner.

4.0 DISPOSAL OF LEAD-CONTAINING MATERIALS AND LEAD-CONTAMINATED WASTE

4.1 Waste disposal - Disposal of lead waste must be in compliance with local, state, and federal regulations.

Waste will be segregated during the abatement by type. After the project, dispose all paint chips, dust and debris as lead contaminated waste unless TCLP testing indicates otherwise.

4.2 The contractor will be responsible for preparation of any manifest required by Federal or State regulations to track the movement of hazardous waste. The contractor will use the Building owner's EPA Identification Number for all manifests. Lead contaminated debris will be tested in accordance with 40 CFR 261 for TCLP lead (unless assumed to be lead waste).

4.3 GENERATOR AND/OR HAULER REQUIREMENTS

1. The lead waste materials will be packaged in impermeable dust tight containers (i.e. heavy duty six (6) mil plastic bags or sealed fiber pack drums):

2. All containers will be labeled with appropriate hazard warnings.

3. The landfill accepting the wastes will be notified before shipping for scheduling to insure that adequate personnel and apparatus are available at the time of disposal; and

4. The lead materials will be delivered in separate shipments. It will not be transported with any other materials.

4.0 AIR MONITORING AND ANALYSIS

Air sampling will be conducted by the contractor as necessary using the NIOSH 7300 method to assure that workers are using appropriate respiratory protection in accordance with OSHA Standard 1910.1025 and 1926.62.

4.1 Documentation of air sampling results will be recorded at the work site within three days and be available for review until the job is complete. Upon completion of the job, these are to be forwarded to the owner for inclusion with project records.

4.2 Air sample analysis must be performed by an AIHA Certified Lab.

5.0 RECORD KEEPING

Except as otherwise specified, records will be retained for a period of five (5) years from the date of project completion. Entities ceasing to do business, or relocating the principal place of business will so notify the commissioner in writing within thirty (30) days after such event. On receipt of such notification the commissioner may instruct that the records be surrendered to the department, or may specify a repository for such records. The entity or person will comply with the commissioner's instruction within sixty (60) calendar days of receipt of written request from the commissioner. Copies of the waste manifest will be provided to the Contracting Representative.



August 10, 2017

Ms. Teresa Hanlon
City of Norwich- DPW
50 Clinton Avenue
Norwich, CT 06360

Re: **Laboratory Analysis Lead-in-Paint Sampling (8/1/17)**
23 Union Street
Norwich, CT
Location: Rear Fire Escape

Dear Ms. Hanlon:

As requested, Mystic Air Quality Consultants collected and had analyzed for lead content, paint samples taken from the above location on August 1st, 2017. The samples were analyzed by Environmental Hazards Services, L.L.C. an AIHA accredited lab.

Summary of Lead-In-Paint Sampling-

The results of the sampling have determined the following lead painted surfaces were found to be above the State of Connecticut toxic level of lead in paint (0.5% Pb by Wt.):

Sample #	Location	Results (% Pb by Wt.)
1	Structural	1.6
2	Riser	2.0
4	Railing	2.0
5	Landing	2.9

Please do not hesitate to contact us with questions or comments relating to the sample results. We thank you for selecting Mystic Air Quality to perform these industrial hygiene services.

Sincerely,

Christopher Eident, CIH, CSP, RS
CEO

Enclosure 1: Lab Results
Enclosure 2: Chain of Custody
Enclosure 3: Hygienist's Daily Job Log



Environmental Hazards Services, L.L.C.
7469 Whitepine Rd
Richmond, VA 23237
Telephone: 800.347.4010

Lead Paint Chip
Analysis Report

Report Number: 17-08-00309

Client: Mystic Air Quality Consultants
1204 North Road Rt. 117
Groton, CT 06340

Received Date: 08/02/2017
Analyzed Date: 08/04/2017
Reported Date: 08/04/2017

Project/Test Address: 23 Union Street; Norwich, CT
Collection Date: 08/01/2017

Client Number:
07-2564

Fax Number:
860-449-8860

Laboratory Results

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
17-08-00309-001	PC1	STRUCTURAL	16000	1.6	
17-08-00309-002	PC2	RISERS	20000	2.0	
17-08-00309-003	PC3	STAIR TREADS	<45	<0.0045	L04
17-08-00309-004	PC4	RAILING	20000	2.0	
17-08-00309-005	PC5	LANDINGS	29000	2.9	

Environmental Hazards Services, L.L.C

Client Number: 07-2564

Report Number: 17-08-00309

Project/Test Address: 23 Union Street; Norwich, CT

Lab Sample Number	Client Sample Number	Collection Location	Pb (ug/g) ppm	% Pb by Wt.	Narrative ID
Sample Narratives:					

L04: Sample contains substantial amounts of substrate which may affect the calculated results with units of ppm and % by weight.

Preparation Method: ASTM E-1979-20

Analysis Method: EPA SW846 7000B

Accreditation #: CT PH-0234

Reviewed By Authorized Signatory:



Deborah Britt
QA/QC Clerk

The HUD lead guidelines for lead paint chips are 0.50% by Weight, 5000 ppm, or 1.0 mg/cm². The Reporting Limit (RL) for samples prepared by ASTM E-1979-12 is 10.0 ug Total Pb. The RL for samples prepared by EPA SW846 3050B is 25.0 ug Total Pb. Paint chip area and results are calculated based on area measurements determined by the client. All internal quality control requirements associated with this batch were met, unless otherwise noted.

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, etc., was provided by the client. Results reported above in mg/cm³ are calculated based on area supplied by client. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714.

LEGEND	Pb= lead	ug = microgram	ppm = parts per million
	ug/g = micrograms per gram	Wt. = weight	



EHS
Laboratories™

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(804) 275-4907 (fax) 23237



Lead Chain-of-Custody

ATTACHMENT B

17-08-00309



Due Date:
08/07/2017
(Monday)
AE

SN

Company Name: Mystic Air Quality Consultants

Address: 1204 North Rd., Rt 117

City/State Groton, CT 06340

Phone: 860-449-8903

Fax 860-449-8860

E-mail:

Acct. Number 07-2564

Project Name/Testing Address:

23 UNION STREET

City/State(required)

NORWICH, CT

Collected by:

C. MULLER

Certification Number:

N/A

Purchase Order Number:

N/A

* Do wipe samples submitted meet ASTM E1792 requirements? Yes No

Turn Around Time (TAT) ___ 1-Day ___ 3-Day ___ Same Day (Must Call Ahead) ___ Weekend (Must Call Ahead) If no TAT is specified, sample(s) will be processed and charged as 3-Day TAT.	Sample Type Single Dust Wipe = DW Soil = S Paint Chip = PC Air = A Composite Soil = CS	Abbreviations FR = Family Room F = Front O = Basement LR = Living Room R = Rear KT = Kitchen DN = Den LT = Left BA = Bath DR = Dining Room RT = Right BR = Bedroom I = 1st Fl 2 = 2nd Fl	Surface Type for Dust Wipe FL = Floor CP = Carpet SL = Window Sill WW = Window Well
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ENCLOSURE 2 PAGE 1 OF 1

No.	Sample Type	Date Collected	Client Sample ID	Collection Location (LR, KT, LTFBR, RTRBR, etc.)	Surface Type	Paint Chip			Air			Comments
						Length X Width in inches (Provide paint chip area only if requesting mg/cm2)	mg/cm ²	PPM	%	Flow Rate (l/min)	Total Time (minutes)	
1	PC	2017 08-01	PC1		STEEL	X						STRUCTURAL
2	↓	↓	PC2		↓	X						RISERS
3	↓	↓	PC3		↓	X						STAIR TREADS
4	↓	↓	PC4		↓	X						RAILINGS
5	↓	↓	PC5		↓	X						LANDINGS
6						X						
7						X						
8						X						
9						X						
10						X						

Released by: C. Muller	Signature:	Date/Time: 8-1-17 / 1600
Received by:	Signature:	Date/Time: 8/2/17 12:15



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com maqc2@aol.com 800 247-7746 860 449-8903

Date: 08-01-17

Page: 1 of 1

DAILY JOB LOG

Client: CITY OF NORWICH Site Supervisor: TERESA

Site Location: 23 UNION STREET - NORWICH, CT

Containment Location: REAR FIRE ESCAPE

GENERAL OBSERVATIONS:

- ON-SITE TO COLLECT LIMITED + DIRECTED PAINT CHIP SAMPLER.
- OFF-SITE.

ENCLOSURE 3 PAGE 1 OF 1

HYGIENIST'S NAME: C. MULLER

HYGIENIST'S SIGNATURE: [Signature]

TIME ON SITE: _____
TIME OFF SITE: _____

CLA Engineers, Inc.

Civil • Structural • Survey

317 MAIN STREET • NORWICH, CT 06360 • (860) 886-1966 • (860) 886-9165 FAX

March 15, 2017

Norwich D. P. W.
Attn: Theresa Hanlon
50 Clinton Ave.
Norwich, CT 06360

Re: Assessment & Structural Review of Existing Fire Escape
23 Union Street
Norwich, CT 06360
CLA- 5871

At your request our office has reviewed the fire escape structure at the above referenced project for analysis and design of any recommended repairs. The existing fire escape extends from the ground level to both the first and second story in three flights of stairs, with three landings (Figure 1). The existing structure is a steel staircase and landing comprised of columns, stringers, and tread elements. The columns are constructed from structural steel angles. The stringers are constructed from steel channels, and are braced by the treads. The treads are steel alligator plate shop bent into a Z-shaped tread element. A steel angle is shop welded to each end of the tread element, in order to function as field a mounting bracket mechanism. The mounting brackets are fastened to the stringers with two bolts per bracket. There is a field built roof structure in existence, which appears to have been added after the initial construction of the stairway. This review is limited in its scope due to the fact that the existing foundation elements and the existing internal building attachment mechanism are not being reviewed. The review is therefore a non-destructive review of the structure and its attachments to the building and foundation.



Figure 1: Overall View of Stairs and Landing

Our office, visited the site in order to perform the review prior to bidding, and revisited the site on March 10th, 2017. All elements were observed from below and above using available means for accurate documentation. Many of the elements have previously been deformed by rust expansion (Figure 2), which has been alternately ground/brushed away and repainted over the years. This has resulted in areas of thickened, deformed sections of questionable structural integrity. To the extent possible, the level of deterioration was determined by inspection.



Figure 2: Rust Expansion Damage

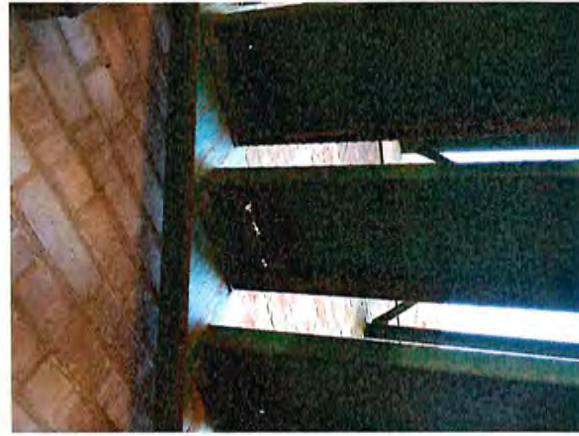


Figure 3: Perforated Stair-Treads



Figure 4: Deteriorated Steel Flakes Below Stair

The majority of the stair treads exhibited signs of advanced deterioration (Figure 3). The worst damage frequently occurs at the point where the clip angle is welded to the tread. The clips bolting the treads to the stringers are also deteriorated. The stair stringers and the platform framing elements throughout the structure are in relatively good condition. The railing is in an acceptable condition, and appears structurally sound.

We recommend the removal of the existing treads and support angles/clips. We also recommend that, once the treads are removed, the stringers should be cleaned of all rust using a wire brush and/or sand blaster. All areas of rust damage are to be treated with POR-15 Rust Preventative Paint (RPP) or an approved equal. Once the RPP is applied, the entire stair should be primed and painted at the owner's discretion. Our office advises use of POR-15 Tie-Coat primer, which facilitates bond with the RPP.

Any tread elements with advanced damage (loss of more than 15% of thickness) should be replaced. This is expected to include the majority of the treads. For uniformity, our office advises replacing all treads.

Treads may be replaced with EBERL Iron Works: Diamond Plate Stair Treads, type 20, with 1-1/2" returns top and bottom, adjusted as necessary for local conditions measured in the field, meeting or exceeding existing thickness and hot dipped galvanized (an available coating option). The treads should be equipped with the optional welded carrier angles with pre-punched holes matching a field measurement of the existing bolt holes. New stainless steel or hot dipped galvanized bolts are to be used to make the tread attachment, matching the existing bolt size.

It should be noted that the treads stabilize the existing steel channel stringers, and cannot be replaced with alternative elements without the express written approval from our office.

Due to the limitations of a visual inspection, and the possibility that there may be additional damage concealed by the existing paint, the structural steel which is to remain should be monitored for signs of extensive rust damage when repairs are underway. If any extensive damage is found, our office should be consulted. In particular, our office calls attention to the connection of the column and stringer elements at the connection point to the 1st floor landing platform, which were packed with debris at the time of inspection (Figure 5).



Figure 5: Connections at center of 1st Floor Landing

The attachment to the foundation elements and the attachment at the building are in good condition, with no outward signs of structural failure. They should be cleaned and repainted during the general repair. Any areas of damaged caulking should be patched as necessary.

The roof structure, which appears to have been added to the fire escape recently, relative to the age of the original structure, is of poor quality. The roof structure generally consists of a roof which is supported by a framework of 2"x2" square steel tubing columns and cross elements tack welded to areas of the existing balcony and bracket mounted to the brickwork. The roof itself is, in most areas, plywood reinforced with 2x flatwork and shimming, supporting a surface of traditionally constructed shingle roofing/flashing. There is one area at the lowest point of the roof, where the roof is corrugated plastic on 2x flatwork. The plastic roof is in the best condition. Elements are poorly connected and severely out of alignment (Figure 6). The structural elements and connections are inadequate in many areas. The connection of the roof structure to the existing building is causing damage to the existing brickwork. In particular, at the central bracket connection, the roof is cracking the brick to which it is connected, and is pulling part of it out of the wall (Figure 7). The roof flashing and membrane are not successfully preventing moisture from reaching the wood roofing material. The wood used in the construction is not pressure preservative treated (PT) in areas where code requires that it should be (against masonry, in exposure, etc), and is highly deteriorated in areas (Figure 8). As the roof now presents the potential for debris to fall on passers-by, it must be either removed or repaired. Repairs would involve replacing the rotten wood roof elements with new elements proper for the conditions, laterally stabilizing the structure with bracing and/or new, adequate, connections to the building, and replacing/repairing any of the steel elements/connections which are unsound. The modification necessary to render the roof adequate is prohibitively extensive, and the end result would be less appealing than simply rebuilding an adequate awning. It is our recommendation that the roof should be removed, and a new roofing option be considered if/as necessary.



Figure 6: Roof Column Not Aligning



Figure 7: Brick Damaged by Roof Clip




Figure 8: Extensive Deterioration

In summary: our office is of the opinion that the fire escape will be structurally sound, once repaired. Repair will involve replacing the tread elements, as well as brushing and repainting the entire structure. Some areas of rust treatment are likely to be required during the cleaning and repainting of the elements which are to remain. The existing roof is unsatisfactory, and is damaging the building.

If you have any questions, or should require any additional information, please do not hesitate to contact our office.

Sincerely,

CLA Engineers, Inc.



Asa Bender, P.E.
Geo-Structural Engineer
ADB

3/15/17