



City of Norwich

Norwich Public Utilities
100 Broadway, Room No. 105
Norwich, CT 06360

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

REQUEST FOR PROPOSAL

RFP No.: 19-12

Due Date and Time: July 31, 2019 at 2:00 P.M.

Title: AMI Gas Meter Replacement Program

Special Instructions: Requests for Information regarding this Request for Proposals must be submitted in writing no later than **July 17, 2019 at 12:00 P.M.** and must be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105 Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org, or by fax to (860) 823-3812

The following information must appear in the lower left hand corner of the envelope: Sealed Proposal No: 19-12
Not to be opened until **July 31, 2019** at 2:00 P.M.

Return Proposals to:

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



CITY OF NORWICH, CONNECTICUT

PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of RFP Documents

RFP No. 19-12

Title: AMI Gas Meter Replacement Program

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: 07/01/2019

Date Documents Received: _____ / _____ / _____

Do you plan to submit a response? _____ Yes _____ No

Print or type the following information:

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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Request for Proposal

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed proposals for the **AMI Gas Meter Replacement Program** until 2:00 P.M. prevailing time on **July 31, 2019** at which time they will be publicly opened and read aloud. All proposals are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

Bid surety in the form of cash, certified check or bid bond in the amount of five percent (5%) of the total bid is required at the time of bid.

Copies of the Proposal Documents may be downloaded from the following websites:

<http://www.norwichct.org/bids.aspx>
[http://das.ct.gov/SCP_Search/
Default.aspx](http://das.ct.gov/SCP_Search/Default.aspx)

Questions regarding this request for proposal must be submitted in writing no later than **July 17, 2019** at 12:00 P.M. and be directed to William R. Hathaway, Purchasing Agent, 100 Broadway, Room 105, Norwich, CT 06360, or by e-mail to whathaway@cityofnorwich.org or by fax to (860)823-3812.

Norwich Public Utilities reserves the right to accept or reject any and all responses, in whole or in part, to waive technical defects, minor irregularities and omissions if, in its judgment, the best interests of Norwich Public Utilities will be served.

All proposers must submit an original and one (1) copy of their proposal in a sealed envelope bearing the responder's name and the RFP number.

Responders must ensure that employees and applicants for employment are not discriminated against because of 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 bidder that such disability prevents performance of the work involved.

City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
Norwich, CT 06360-4431

Telephone Number:
(860)823-3706

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<http://www.norwichct.org>



Standard Proposal and Contract Terms and Conditions

All Requests for Proposals issued by the City of Norwich ("City") will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

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 Proposals

1. Proposals must be submitted on forms supplied by the City Purchasing Department. Telephone, facsimile and e-mail Proposals will not be accepted in response to a Request for Proposals.
2. Proposers shall bear any and all costs associated with response to this invitation to Proposal, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Proposals are to be opened is given in each Proposal issued. Proposals received after the specified time and date of Proposal opening given in each Proposal shall not be considered. **Proposal envelopes must clearly indicate the Proposal number** as well as the date and time of the opening of the Proposal. The name and address of the Proposers 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/bid.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 Proposal forms may result in the rejection of The Proposal. Amendments to Proposals received by the City after the time specified for opening of Proposals, shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. All Proposals shall be signed by a person duly authorized to sign Proposals on behalf of the Proposers. Unsigned Proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be

initialed by the person signing the Proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Proposal 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 Proposal 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 Proposal to the City or its subcontractor or supplier.

8. Conditional Proposals are subject to rejection in whole or in part. A conditional Proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Proposals.

9. Alternate Proposals will not be considered, unless specifically authorized in the invitation to Proposal. An alternate Proposal is defined as one which is submitted in addition to the Proposers primary response to the invitation for Proposals.

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 Proposal, and subject only to cash discount. In the event of a 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 Proposal prices.

12. By its submission the Proposers represents that the Proposal is not made in connection with any other Proposers submitting a Proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

13. All Proposals 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 Proposal opening are generally not available until a contract has been formally awarded.



Standard Proposal and Contract Terms and Conditions

14. Proposal 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

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 Proposal. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

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 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 insurance required hereunder (except Workers' Compensation and Professional Liability) shall contain waivers of subrogation in favor of the City, its employees, agents and elected or appointed officers. The insurance required hereunder shall be primary insurance, not excess or contributory, without any right of contribution by any insurance maintained by or on behalf of the City.

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

Samples

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

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 Department may reject any Proposers in default of any prior contract or guilty of misrepresentation or any Proposers 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, the vendor awarded the contractor shall agree that any taxes, landfill fees or special assessments due from the vendor 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 for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person or vendor performing work or furnishing services, materials, or equipment to the City, or any department, board or agency thereof, shall, as a condition of doing such, 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 or vendor 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



Standard Proposal and Contract Terms and Conditions

without the prior written consent of the Purchasing Department.

23. Proposers 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 Proposers.

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 Proposers 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 and servants 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 and servants, or of the Proposers 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, and servants, caused in whole or in part by the acts or omission of the Proposers or any participant or spectator or anyone directly or indirectly employed or working for the Proposers while engaged in the activity in the City of Norwich.

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. 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 proposal 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

28. All products and equipment delivered must be new, and shall include any and all manufacturer warranties, unless otherwise stated in the Proposal specifications.

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Proposal specifications.

30. 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

31. 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

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

Rights

33. All data collected by the contractor relative to 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. The City of Norwich has sole and exclusive right and title to all printed material produced for the City, and the contractor shall not copyright any printed matter produced under the contract.



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34. 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 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.

Norwich Public Utilities
Request for Proposal (RFP 19-12) AMI
Gas Meter Replacement Program

Contents (10 pages)

- 1.0 Purpose
- 2.0 Project Scope
- 3.0 Deployment Requirements
- 4.0 Data Collection, Recording, and Quality Assurance Requirements
- 5.0 Safety and Health Requirements
- 6.0 Work on or Near Private property
- 7.0 Provisions for reporting and Recovering Archeological Finds
- 8.0 Proposal Requirements
- 9.0 Proposal Cost
- 10.0 Selection Criteria

Attachments (53 pages)

- No. 1 Meter Install Reporting Requirements (1)
- No. 2 Deployment Map (2)
- No. 3 NPU Safety Guidelines (20)
- No. 4 NPU Gas OQ Excerpts (14)
- No. 5 Non Collusion Affidavit (1)
- No. 6 Non Discrimination Agreement (1)
- No. 7 Bid Bond (1)
- No. 8 Payment/Performance Bond (4)
- No. 9 NPU Contract for Services (9)

1.0 Purpose:

Norwich Public Utilities (NPU) provides four utilities, natural gas, electric, water, and wastewater to the City of Norwich with a population of 40,000. Established in 1904, NPU is municipally-owned and governed by a five-member Board of Commissioners and Sewer Authority. Beginning with a grant from the United States Department of Energy (DoE) in 2009, NPU has been working towards implementing an Advanced Metering Infrastructure (AMI) in order to enhance customer service, enable increased interval consumption data for energy reduction initiatives and leak detection notification, improve outage management and response, increase the safety and wellbeing of NPU employees, and reduce emissions from reduced truck rolls. Ultimately these goals support NPU's mission of making Norwich a better place to live, work, and do business.

NPU selected Tantalus Systems Corporation to meet these goals, www.tantalus.com. The project began with only a few thousand initial AMI electric meters, but has since expanded to include all utilities. In 2014 NPU successfully deployed over 12,000 AMI electric meters, significantly contributing to the goal of 100% AMI deployment. Today NPU has over 20,000 AMI electric meters, over 4000 AMI gas meters, and over 9000 AMI water meters in service.

NPU is soliciting a Request for Proposals (RFP) for the removal and replacement of residential, commercial and industrial revenue meters with approximately 3250 Orion radio system equipped Itron Metris AMI natural gas meters. Approximately 62% of these meters are located inside of customer properties.

The distribution of meter groupings is shown in the table below:

METER GROUPING	APPROXIMATE NUMBER OF METERS
Metris 250	2900
Metris RM 250	150
Metris 400 A	50
Metris 675 A	50
Metris 1000	100

2.0 Project Scope:

The work consists of but is not limited to the following:

- 2.1 Removing and replacing approximately 3250 gas meters.
- 2.2 Meter material will be provided by NPU.
- 2.3 A map depicting meter locations is provided as **Attachment 2, Deployment Map**. NPU reserves the right to adjust quantities. Determination of exact meters will be determined at time of award.
- 2.4 Verification of post installation gas communication utilizing an ORION® Trimble® Ranger™ Handheld Data Collection Computer Classic (CE) with Badger Field

Application v2.5 software (or equivalent). Post installation, the meter must be capable of being received by the nearest electric meter and/or ORION® Trimble® Ranger™ Handheld. NPU will provide any equipment pertaining to the communication verification.

- 2.5 Cataloguing, storage, and disposal of removed meters.
- 2.6 Customer Scheduling / Notifications as described in Section 3.0 (Deployment Requirements)
- 2.7 All gas meter will be transported in an upright protected position.
- 2.8 All gas meter sets will be inspected for leakage utilizing a combustible gas indicator (CGI) post meter installation; meter set includes gas service entry to the outlet of the meter set per **NPU Gas OQ Excerpt (Attachment 4)**. CGI shall be calibrated per manufacturer recommendations.
- 2.9 All gas meter sets will have piping inspected for corrosion (reported on Attachment 1) per **NPU Gas OQ Excerpt (Attachment 4)** and final leak test (creep test, clock diaphragm meters and soap test tie in). With supplemental information from **NPU Gas OQ Excerpt (Attachment 4)** Exposed Gas Piping Report, provided to NPU via an approved automated solution.
- 2.10 Data Collection, Recording and Quality Assurance as in Section 4.0 (Data Collection, Recording, and Quality Assurance Requirements)
- 2.11 Performance Metrics provided weekly to NPU.
- 2.12 Status Reporting provided weekly to NPU.
- 2.13 Installation Warranty see Section 8.0 (Proposal Requirements).
- 2.14 Invoicing to be submitted monthly.
- 2.15 Schedule to be provided. This will be factored into the selection process.

3.0 Deployment Requirements:

- 3.1 Deployment strategy based on map and meter info, **Deployment Map (Attachment 2)**.
- 3.2 Meters shall not be replaced within +/- 3 days of meter read date. Meter read dates will be provided by NPU.
- 3.3 Customer scheduling will consist of a minimum of three attempts. First attempt will be through written notification via the US Postal Service. Second attempt will consist of a telephone call to the customer. Third attempt will consist of a door knock with hanger indicating instructions on scheduling.
- 3.4 All employees shall have in their possession company identification that will be visibly worn. All company vehicles will be marked with an NPU Contractor magnetic sign (provided by the proposer).
- 3.5 Contractor shall provide multiple (2 or more) means for customer scheduling and customer inquiries.
- 3.6 Provide notification letter to each customer at least two weeks prior to meter install date with their confirmed scheduled appointment. Letter shall include, but is not limited to, name of contractor, working on behalf of NPU, purpose of work, area affected and time period of visit. Wording of letter will be approved by NPU.
- 3.7 Provide each customer with a door hanger informing them of work completion or need for a revisit with reason and contact info for rescheduling the revisit. Wording of door hanger will be approved by NPU.

- 3.8 Provide method of answering customer concerns and scheduling appointments with availability between the hours of 8:00 am to 8:00 pm during regularly scheduled work days.
- 3.9 Final communication requirements may be agreed upon at the time of contract negotiation.

4.0 Data Collection, Recording and Quality Assurance Requirements:

- 4.1 Each related observation \ inspection made at the meter installation site will be carefully documented and delivered electronically at the end of each business day in the format provided by NPU.
- 4.2 The file format shall be in Microsoft Excel 2010 or acceptable NPU agreed upon format containing all of the necessary values. Reporting requirements are provided in **Attachment 1, Meter Install Reporting Requirements.**
- 4.3 The naming convention for these files will be standardized to include date of meter exchange.
- 4.4 Contractor provided data is highlighted in **Attachment 1, Meter Install Reporting requirements** and will include, at a minimum, replaced meter final reading, new meter number, installation date, new meter initial reading, new meter serial number, new meter Tantalus radio remote identification number and gas leak / gas piping corrosion results. A photo file (.jpg) of the physical meter face of the replaced and new meter will be required. Naming of each photo file shall include customer address, meter number and date the photo was taken.

5.0 Safety and Health Requirements:

- 5.1 The proposer if selected, without additional expense to the City, shall be responsible for obtaining necessary licenses and for complying with any applicable federal, state and municipal laws, codes and regulations in connection with the prosecution of the services.
- 5.2 All work must be performed in compliance with **NPU Safety Guidelines (Attachment 3)**. The contractor must submit a signed "Contractor's Safety Requirements Acknowledgement Form" with Proposal package.
- 5.3 The proposer if selected is responsible for ensuring OSHA compliance, and this responsibility includes supervising and monitoring work site conditions for OSHA compliance.
- 5.4 If the proposer selected uses subcontractors, the contractor is responsible for ensuring the subcontractor fulfill this obligation with respect to employee safety.
- 5.5 The proposer if selected shall have a supervisor/foreman on the job site at all times. A supervisor/foreman in this context means one who is capable of identifying existing and predictable hazards in the surroundings, or work conditions that may be unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measure to eliminate those conditions.
- 5.6 The proposer if selected will provide tools and personal protection equipment necessary to successfully and safely remove and install gas meters and to safely work on compressed natural gas systems.

- 5.7** The proposer if selected must demonstrate compliance with all applicable OSHA, State, and NPU standards including but not limited to the following standards:
- a. 49 CFR part 199 “DOT Drug and Alcohol Testing” and 49 CFR part 40 “Procedures for Transportation Workplace Drug and Alcohol Testing Programs”.
 1. The successful proposer shall provide written documentation and verification reports of Drug and Alcohol testing compliance to NPU prior to the commencement of work.
- 5.8** DOT PHMSA “Pipeline Safety Regulations Part 192”
- 5.9** The proposer if selected shall possess and maintain throughout the duration of the project as applicable/required the following State of CT licenses: G-1, S-1, or P-1. Journeyman and Apprentices may also perform work, as permitted by State of CT licensing law.
- 5.10** The proposer if selected shall also possess and maintain throughout the duration of the project Operator Qualifications (OQ) covering all tasks required to complete the project. NPU is a member of the Northeast Gas Association (NGA) and utilizes NGA’s base OQ program with specific qualifications as well. It is preferred that the selected contractor possess NGA OQ’s, however, other national and regional OQ programs will be considered. Any contractor utilizing OQ’s other than NGA will require a one-day OQ on-boarding, administered by NPU, prior to starting the project.
- 5.11** OQ Tasks to be Qualified (at a minimum):
- a. Meter Install (NGA task listed below or equivalent)
 1. Inspecting for atmospheric corrosion (NGA Tasks 6B)
 2. Applying pipe coating in the field (NGA Tasks 11B/12B/17B Combined)
 3. Install, replace, isolate couplings (NGA Task 15)
 4. Inspect, lubricate, and operate valves (NGA Tasks 41/42 Combined)
 5. Restore service (NGA Task 45)
 6. Abnormal operating conditions and properties of Natural Gas (NGA Task 70)
 7. Installation of customer meters and regulators (NGA Task 72)
 8. Meter assembly abnormal operating conditions (NGA Task 85)
 - b. Leak Survey (NGA task listed below or equivalent)
 1. Inspecting for atmospheric corrosion (NGA Tasks 6B/8 Combined)
 2. Conducting gas leak surveys (NGA Task 18B)
 3. Investigating leak or odor complaints (NGA Task 20A)
 4. Leak classification (NGA Task 20D)
 5. Inspecting the condition of exposed metallic pipe or pipe coating (NGA Task 23/24)
 6. Abnormal operating conditions and properties of Natural Gas (NGA Task 70)
 7. Meter assembly abnormal operating conditions (NGA Task 85)
- 5.12** The proposer if selected shall maintain all required Operator Qualifications for the duration of the contract and shall readily obtain any additional qualifications that may be added by NPU to reflect changes in operations or changes in the overall OQ program.
- 5.13** All OQ task driven work must be performed by an OQ qualified person or under

- direct supervision within arm's length of an OQ qualified person.
- 5.14** Norwich Public Utilities Gas Construction Standards will be provided if requested and will be reviewed once contract is awarded.
- 5.15** The City of Norwich shall consider OSHA violations over the past five years in determining the ability of the proposer if selected to comply with OSHA requirements and in determining whether the contractor is an acceptable proposer. The contractor shall provide copies all OSHA violation citation(s), all documents regarding final determination of such citation including settlements or any explanations) of such violation(s) within the past five (5) years (measured from the date of the Proposal).
- a. The proposer if selected shall provide written evidence that each employee working with natural gas piping systems and natural gas meters has and maintains throughout the duration of the contract "Northeast Gas Association (NGA) Operator Qualifications" or approved equivalent to perform this work prior to commencement of work.
 - b. To demonstrate compliance with NGA tasks or approved equivalent for Meter Install and Leak Survey, the proposers must provide with the Proposal, documentation supporting compliance with the above standards. Documentation includes written company policies and procedures.

6.0 Work on or Near Private Property Requirements:

- 6.1** Every effort shall be made to protect private or public property during installation. All areas damaged by the contractor shall be replaced in kind by the contractor at no additional expense to NPU. All materials not specifically described in other sections, but required for replacement work shall be new, first quality of their respective kinds, and subject to approval by NPU.
- 6.2** All areas affected by the installation outside of the work limits shall be repaired to the complete satisfaction of NPU.
- 6.3** Before, or at the time of installation, the installer, under the direct supervision of the Installation Manager and the contractor's licensed plumbers, shall inspect the existing meter setting, including piping and control valves. If the contractor determines that conditions are such that damage to the existing piping would result, the Installation Manager shall immediately contact the NPU Project Manager. The contractor shall not attempt the installation until the site is inspected by an authorized NPU representative, and shall postpone installation at that site until the NPU Project Manager authorizes the contractor to proceed with the work.
- 6.4** NPU, at its option, may authorize the contractor to make any necessary repairs to service lines or piping, order the customer to make such repairs, or undertake such repairs itself. Any and all plumbing work other than the replacement of the meter itself must be done by a Connecticut licensed plumber.
- 6.5** The contractor shall be responsible for correcting any leaks at the valves, couplings or service lines that could reasonably be attributed to the meter installation if reported by NPU customers within 90 days of installation.

- 6.6** The contractor shall survey customer satisfaction once an installation has been completed. The survey may be in the form of an automated telephone call, automated web based survey or other format approved by NPU. Results will be reported with performance standard metrics.
- 6.7** All customer complaints will be escalated to the NPU Project Manager.

7.0 Provisions for Reporting and Recovering Archeological Finds:

- 7.1** In accordance with Federal and State laws, all construction contracts must contain a provision for reporting and recovering any archeological finds that may occur during the course of a project. This requirement is noted on the Pre-Bid Construction Contract Application Checklist, Table II, Item A. xvii. Below is template language that may be used to satisfy this requirement. Additions or minor revisions to this language are acceptable, as long as they do not change the methods of required reporting or nature of the procedures to be followed, and will be reviewed during the pre-bid phase.
- 7.2** Should the Contractor or Engineer discover evidence of remains, such as stone masonry building foundations, bones or other items of archaeological significance, Contractor shall report these findings to (1) Owner, (2) Local Historical Society, (3) State Historic Preservation Office (860) 256-2761, and (4) Resident Project Representative, and shall exercise the utmost care to ensure that these areas remain undisturbed. Contractor shall allow recovery of such finds by the authorities, shall not remove such artifacts under penalty of law, and shall prevent construction or private vehicles from crossing over these areas. In addition, when directed by the Engineer, cover these areas with 1-ft common fill to the limits directed by the Engineer. Be advised that graves and any associated human remains are protected by Connecticut State law (C.G.S. Section 10-388 and 10-390). Any possible human skeletal remains must be reported to the State Archaeologist (860) 486-5248 and the State's Chief Medical Examiner (860) 679-3980 immediately upon discovery. If the State Archaeologist is unavailable, please contact the State Historic Preservation Office at the number above for immediate assistance.

8.0 Proposal Requirements:

The qualified proposer should submit a written proposal to include each of the following sections:

A. Section 1 - Executive Summary

Provide a brief overview of your firm's experience with similar AMI installation and why your firm is best suited to provide services for Norwich Public Utility's Tantalus compatible gas meters to support NPU's AMI initiative. Include the number of utility installation projects similar in size, scope, and complexity to NPU's AMI initiative as well as endpoints deployed (including percentages of meter sets inside buildings versus outside).

B. Section 2 - Corporate Overview and Project Team

Provide general information on your firm, the key employees that will be assigned to this

project, and similar background information for any subcontractor(s) that your firm intends to utilize. Assigned project team member information must include years of experience in project management and an overview of successful projects completed.

Provide a list of no less than five (5) references in support of RFP criteria requirements, including full contact information and contact person(s). Provide any available audited financial statements, internal financial reports, DUNS number, or other evidence of financial stability.

C. Section 3 - Project Management Plan

Provide a detailed overview of how your firm intends to manage this project, including ongoing communication with NPU, customer scheduling and communication plan, progress reporting, public relations, problem resolution, quality assurance, and overall installation plan that addresses all technical requirements as specified in this RFP. A deployment timeline and project schedule must be included. NPU will provide the proposer, if selected, a detailed listing of all addresses that will require meter replacement.

D. Section 4 - Required Documents

The following completed documents must be provided with your proposal:

- Acknowledgement: Receipt of Proposal Documents
- **Non-Collusion Affidavit (Attachment 5)**
- **Non Discrimination in Employment Form (Attachment 6)**
- **NPU Safety Guidelines Acknowledgement (Attachment 3)**, Proposer’s Company Safety Policies, and Procedures, OSHA violations (previous 5yrs).
- Professional licenses held and/or which could reasonably be required by this project.
- Contractor warrantee for labor and installation related to this contract

E. Section 5 - Proposal Cost

The Proposal Costs (**RFP Section 9.0 below**) shall be fully completed for all items listed, except for those listed as optional bids items. Unit prices are to be all-inclusive of labor, equipment, overhead/profit, and all other associated costs for the item. Meters will be provided by NPU In order to allow sufficient time for examination of proposals, negotiations, and awarding of the contract. NPU reserves the right to negotiate all pricing with the successful firm and to eliminate any proposal cost item(s) that is/are cost prohibitive to this project.

9.0 Proposal Cost:

Main Bid

1. Installation of 250-400 BTU residential natural gas meter (Qty.: approx. 3100)	\$ _____/per each
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2. Installation of other commercial/industrial gas meter (675-1000) (Qty.: approx. 150)	\$ _____/per each
3. Initial visit without installation <ul style="list-style-type: none"> • Customer cancels or is not home • Failure to isolate utility • Bad customer piping or meter set 	\$ _____/per each
4. Initial visit with meter installation and no relight <ul style="list-style-type: none"> • Customer is not home 	\$ _____/(250-400 BTU) per each \$ _____/(675-1000 BTU) per each
5. Time and Materials <ul style="list-style-type: none"> • Plumbing and repair work (per state and local codes). 	\$ _____/per hour + material

- Each connection made by installer must be inspected for leakage using a combustible gas indicator (CGI) unit prior to returning service to operation. Results shall be notated on **Meter Install Report, Attachment 1.**
- Per the current Norwich Public Utilities Gas Operations, Inspection & Maintenance Manual (**NPU Gas OQ Excerpts, Attachment 4**), in the event that an odor of gas or leak complaint is encountered that cannot be addressed by the OQ qualified technician, an immediate call to the NPU Control Room Operator will be made to initiate immediate response by NPU personnel. An NPU Field Service Technician will report to the scene no later than 30 minutes from report of the incident.
- Pricing above reflects relighting of natural gas appliances per meter exchange unless otherwise specified.
- During the relight process, each appliance must be inspected by a qualified installer for serviceability. Any damaged appliances discovered during the relight process will be marked with an NPU supplied 'Red Tag' (per **NPU Gas OQ Excerpt Attachment 4**), isolated from service and reported to the NPU Project Manager no later than the end of each shift. Should an appliance fail to relight, contact NPU Project Manager in order to have an NPU Field Services representative dispatched in order to assess the situation.
- In the event that an installer comes across a situation in which the contractor cannot resolve, an NPU Project Manager shall be notified.

Optional Bid Items

Installation

1. Installation of Orion radio system (Qty.: approx. 500) *No relights required*	\$ _____/per each
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Installation of Gas Meters with header work required

2. Installation of 250-400 BTU residential natural gas meter (Qty.: approx. 425)	\$ _____/per each
3. Installation of house piping per meter, per state and local codes, pressure test and coordination of inspection. ¾” to 1 ¼” diameter pipe, <ul style="list-style-type: none"> a. 0 to 10’ b. 10’ to 25’ (in addition to a) c. Greater than 25’ (in addition to a) 	\$ _____/per each \$ _____/per each \$ _____/per each

10.0 Selection Criteria:

Proposals will be evaluated by NPU and the award shall be made on the basis of the responsive and responsible/qualified proposer at the sole discretion of NPU. The following criteria for evaluation of the proposal as identified below will be considered in determining the most responsive and responsible/qualified proposer. The information identified below shall be highlighted in the proposal:

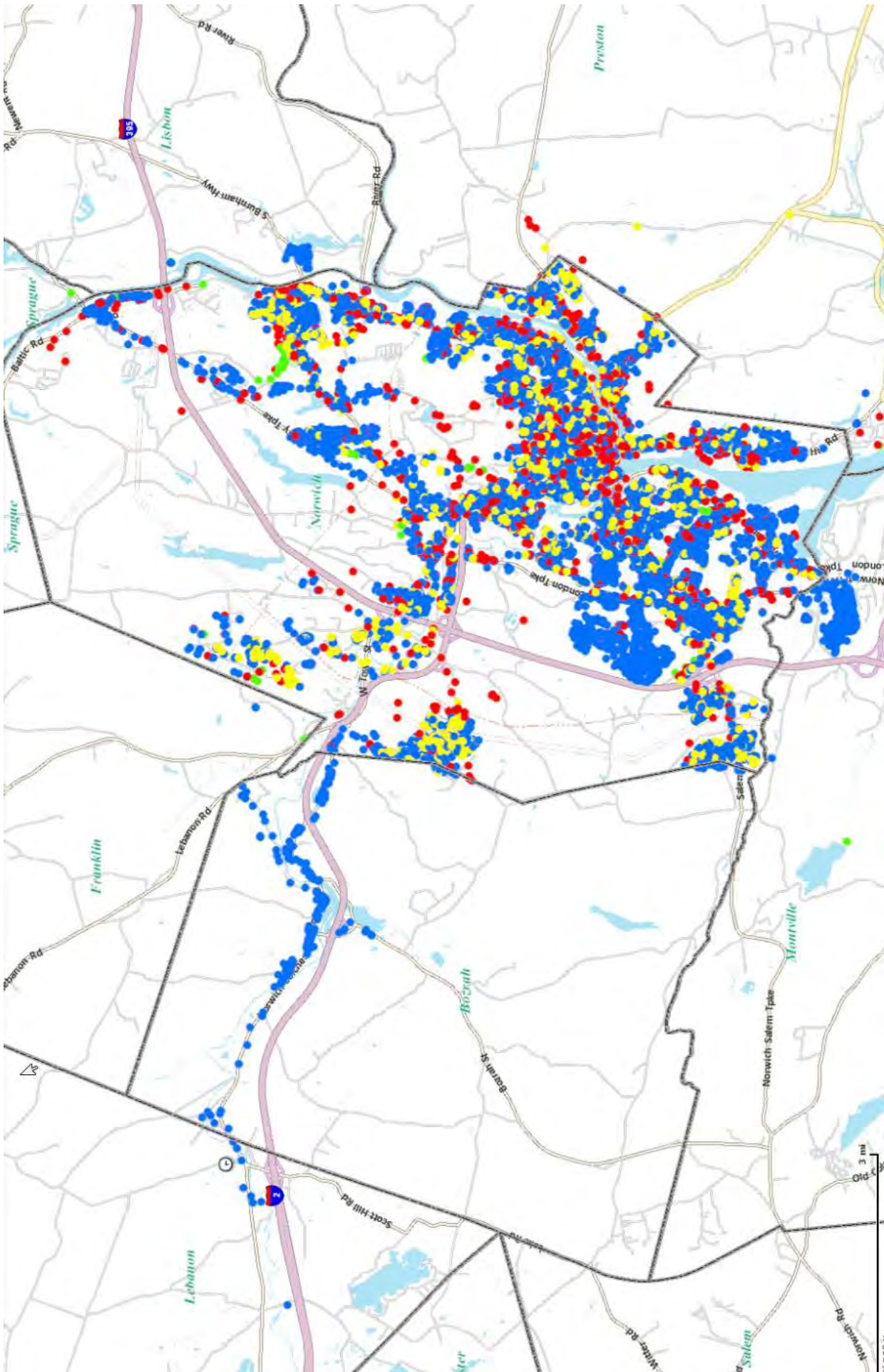
1. Competence - Proposers will be scored based upon their demonstrated ability to perform projects of similar scope and complexity.
2. Conformance to Requirements –Proposers will be scored based upon the extent to which the proposer’s addresses the specified scope requirements.
3. Strength of Respondent –Proposers will be scored based upon an assessment of financial stability.
4. Ability – Proposers will be scored based upon the extent to which the proposer’s project management plan addresses their ability to obtain qualified resources, facilities, and equipment necessary to complete this project in a timely manner.
5. Past Performance – Proposers will be scored based upon an evaluation of the references provided with respect to factors such to quality of work, size and nature of projects, and ability to meet deadlines.
6. Project Plan – Proposers will be scored based upon an evaluation of the project management

plan to include (but not limited to) the proposers approach to communications with NPU and NPU customers, scheduling, progress reporting, problem resolution, quality assurance, data collection/transfer plan, material acquisition and disposal plan, and overall installation plan.

7. Project Manager Experience – Proposers will be scored based upon evidence of the Project Manager’s experience managing projects of similar scope and complexity.
8. Warranty – Proposers will be scored based upon an evaluation of the submitted warranty coverage of materials and labor.
9. Cost Proposal

Meter Install Reporting Requirements

1. Picture of Remotes, Gas Meters showing (index, serial #, meter #)
2. Visual Inspections, pipping and equipment (Pass/Fail)
3. Creep Test (Pass/Fail)
4. Soap Test (Pass/Fail)
5. Corrosion Inspection (Attention required/No attention required)
6. Denote of Appliances hooked up to gas meter (When relighting)
7. Removal Data
 - a. Removal date, meter #, serial #, index, remote index, meter found (on/off)
8. Installation Data
 - a. Installation date, meter #, serial #, radio #, index, meter left (on/off)



Norwich Public Utilities
AMI Gas Meter Replacement Program

MAP LEGEND



NORWICH PUBLIC UTILITIES SAFETY GUIDELINES

CONTRACTOR REQUIREMENTS

1.0 Contractor Responsibilities

Introduction:

The following are the Norwich Public Utilities contractor safety requirements. You, the Contractor are to read this material carefully and be prepared to sign and date the back page indicating that you will comply with these requirements. Please feel free to contact Klaus F. Broscheit, Norwich Public Utilities Safety Officer (508) 776-9713 with any questions.


Prior to Operation:

- 1.1 General safety operating requirements will be discussed at the Contractor's Orientation Meeting, prior to the start of the job.
- 1.2 The contractor must advise the Norwich Public Utilities Project Manager of hazards associated with their proposed work operation (chemicals, gases, dusts, radiation). Contractors will not be permitted to bring hazardous chemicals or materials onto Norwich Public Utilities property without first providing the Material Safety Data Sheet, in advance, to the General Manager of Operations for approval by the Norwich Public Utilities Safety Officer. (See Guide 1 and 2 for additional Hazcom and Chemical Handling information and requirements).

2.0 Supervision of Employees

- 2.1 All contractors who conduct work at any Norwich Public Utilities facility will be responsible for complying with all applicable Federal, State, Local, OSHA and Norwich Public Utilities Environment, Health and Safety regulations. The contractor is responsible for notifying his/her personnel of specific hazards, emergency procedures, safe work practice, and safety rules which must be followed while on the job site.
- 2.2 The contractor is responsible for supervision of his/her work force and any subcontractors with regard to all aspects of the project. He/She agrees that all procedures discussed during the orientation are understood by the workers and will be followed.

Approved



Date of Issue
5/19/10

Revised

Number
SG-116

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- 2.3 The contractor will be responsible for providing his/her employees with medical care and first aid treatment.
- 2.4 Loose or hanging clothing, jewelry and long hair are prohibited near moving machines or parts.
- 2.5 Smoking is not permitted at any Norwich Public Utilities facility. Fire prevention and control is critical at any Norwich Public Utilities facility. Please review Guide 3 "Fire Protection and Prevention" for additional requirements.

3.0 Safety Equipment

- 3.1 The contractor is responsible for compliance with Norwich Public Utilities and OSHA regulations with regard to furnishing their employees with all necessary personal protective equipment and all tools and equipment needed to perform service at a Norwich Public Utilities facility. Norwich Public Utilities PPE; tools and equipment shall not be allowed to be used by contract personnel unless authorized in advance by NPU.
- 3.2 Hard hats must be worn in all areas where work is being performed.
- 3.3 Eye protection shall be worn when performing a task which may endanger sight, and in all designated areas where safety glasses are required. (See Guide 4 "Personal Protective Equipment" for additional PPE information and requirements).
- 3.4 Hearing protection shall be worn as required. (See Guide 5 "Hearing Conservation" for additional information and requirements).

4.0 Work Area

- 4.1 The contractor is not permitted to manipulate any switch controls, valves or instruments without advance approval. The contractor will request permission, in advance, before commencement of any work on piping, electrical distribution systems, or utility systems.
- 4.2 Equipment lock-out mechanisms (locks and tags) shall be used in accordance with OSHA standards Lockout/Tagout Procedures.
 - A. Contractors will comply with OSHA 29 CFR 1910.269(d) or 29 CFR 1910.147 standards, "The Control of Hazardous Energy", and shall not

begin work until procedures are coordinated with Norwich Public Utilities representatives.

- B. Norwich Public Utilities locks and/or tags may be added (in addition) to outside contractor locks, and shall not be removed until a Norwich Public Utilities representative determines that it is safe to re-engage the energy source.
- 4.3 Practice good housekeeping at all times. Do not leave materials or equipment blocking aisles, walkways, stairs or other paths of egress.
 - 4.4 Defective tools or equipment shall not be used. All tools and extension cords shall meet or exceed applicable standards.
 - 4.5 Equipment requiring guards and safety devices shall be in good operating condition and shall have all guards in place and all safety devices working properly.
 - 4.6 All ladders shall be ANSI approved and used in accordance with OSHA standards. All ladders shall be inspected each time before use.
 - 4.7 Machinery and equipment shall not be started before a thorough check of the work area has been made by the project manager to assure that people are clear of any moving parts or operations, and all affected employees have been notified.
 - 4.8 No person shall activate or operate powered industrial equipment without proper authorization.
 - 4.9 No confined space will be entered by contractor personnel unless they follow recognized safe confined space entry procedures such as in U.S. NIOSH guidelines, ANSI Standard or other comparable State, Local, or Federal regulations. A confined space is defined as a vessel, tank, pipeline, pit or enclosed space where dangerous air contamination or lack of oxygen may be present due to a manufacturing process or work procedure, or where an egress path may be limited.
 - A. The Norwich Public Utilities Safety Consultant shall be notified of any planned confined space entries.
 - B. No personnel shall enter a confined space before a permit has been completed and posted on site.
 - C. All contractors must supply their own monitoring and safety equipment for confined space entry.

- 4.10 Contractors will observe and honor all signs posted in the area in which they are working. Restricted areas are not to be entered without the express direction of the project manager.
- 4.11 Personal fall protection is required when working on unprotected surfaces 6 feet or more above ground. (See Guide 6 “Working at Elevations” for additional information and requirements when working at elevations).
 - 4.11.1 Electrical Safety is a critical concern to Norwich Public Utilities. All work related equipment is to be de-energized unless live circuit/equipment testing and maintenance is required. Line work can only be performed by “Qualified and Trained Employees” wearing the appropriate PPE and arc blast protection. NFPA 70-E requirements are to be enforced for all live work. (See Guide 7 “Electrical Safety” for additional information and requirements).
- 4.12 Any required Excavations shall follow the applicable OSHA standards. See “Guide # 8 – Excavations and Trenches” for additional contractor information and requirements.

5.0 Disclaimer

The provisions of this section should be considered as an introduction and not a substitute for a thorough understanding of the subjects. Furthermore, it is for information purposes only. This Document does not relieve the Contractor of its obligations to (1) control the manner and means by which it and its employees, subcontractors and agents perform work or services for Norwich Public Utilities and (2) independently ascertain what health and safety practices are appropriate and necessary for the performance of such work or services. Contractors are expected to be familiar with and follow appropriate health and safety practices, including those required by the Federal Occupational Health and Safety Act (“OSHA”) and those set forth in applicable Occupational Safety and Health Administration (OSHA) regulations, as well as any other applicable federal, state or local code.

**CONTRACTORS SAFETY REQUIREMENTS
ACKNOWLEDGEMENT FORM**

I have received copies and read all the NORWICH PUBLIC UTILITIES
"Contractors Safety Requirements" including the accompanying Guides. I
understand these rules and agree to comply with them in entirety.

Contractor Representative

Company Name

Date

This signed document was given to the following NORWICH PUBLIC UTILITIES
representative:

NORWICH PUBLIC UTILITIES Representative

Date

GUIDE 1: HAZARD COMMUNICATION

OVERVIEW

OSHA requires that the hazards associated with all chemicals used or stored at a job site be evaluated. This information must be communicated to employees who may be exposed to these chemicals or use them in their daily jobs. The process for informing employees about the chemicals, their locations and potential hazards is called a Hazard Communication (HAZCOM) program. In general, this program includes requirements and procedures for container labeling and other forms of warning procedures for obtaining and retaining material safety data sheets (MSDSs) and employee training.

MINIMUM HAZCOM REQUIREMENTS

In order to work at any Norwich Public Utilities facility or on any project, all contractors must, at least, meet the following requirements:

1. If any hazardous material is used or stored at the job site, the contractor's written HAZCOM program must be available to all contractor and Norwich Public Utilities personnel for review upon request.
2. The HAZCOM program must include procedures for:
 - Labeling containers and the use of warning forms;
 - Obtaining and retaining MSDSs;
 - Specific worker training requirements;
 - Documentation that these training requirements have been completed by each worker;
 - A list or inventory of hazardous material at the job site.
3. The contractors' supervisor must inform all workers about the hazardous material at the job site when they are first assigned to a project and whenever a new hazardous material is brought to the site.
4. Workers must be informed of the location of:
 - The HAZCOM program;
 - The list/inventory of hazardous substances;
 - The locations of MSDSs and the procedures for obtaining a copy of an MSDS;
 - These must all be available for each worker to review during their work period.
5. The Norwich Public Utilities representative must be informed of all chemicals brought to the site.
6. Each contractor must obtain information from the Norwich Public Utilities representative regarding chemicals that Norwich Public Utilities uses or stores at the site.
7. When more than one contractor is working at a job site, each contractor must inform the other(s) concerning the location of their MSDSs and procedures for labeling and worker protection.
8. THE PRIME CONTRACTOR IS RESPONSIBLE FOR COORDINATING THE HAZCOM PROGRAM ON THE JOB SITE.
9. All containers will be labeled.
 - Labels on hazardous material containers will not be defaced or removed.
 - The labels will identify the substance in the container and appropriate warnings about the substance.
 - The material identity will match the material currently in the container, its MSDS, and the overall list/inventory.

10. An MSDS must be available at the job site for every chemical that is present at the site.
 - A documented training program will be provided to every worker at the job site. This training will include:
 - Information regarding the HAZCOM program;
 - Health and environmental hazards of every chemical used at the job site;
 - Ways to detect the presence of hazardous materials at a job site (including monitoring methods and devices used);
 - How to read and understand the information contained on an MSDS; and
 - How workers can protect themselves from harmful exposure (e.g., safe work practices, personal hygiene, and protective equipment).

GUIDE 2: CHEMICAL SAFETY AND HANDLING

OVERVIEW

Federal and State laws as well as Norwich Public Utilities require that specific procedures are followed to properly handle chemicals to protect workers and prevent spills. These procedures include those for storing, handling, transferring and processing chemicals.

MINIMUM CHEMICAL SAFETY AND HANDLING REQUIREMENTS

Prior to working at any Norwich Public Utilities facility or project, all contractors must, at a minimum, meet the following requirements.

1. The contractor must assure that the equipment brought into a Norwich Public Utilities site to deliver or store hazardous chemicals is in good condition and that all equipment required is operating.
2. Contractor personnel must be licensed and/or have the necessary handling permits or certifications. Documentation must be present with the driver or on the vehicle at all times for inspection by a Norwich Public Utilities representative.
3. Contractor personnel must be thoroughly familiar with operation of equipment and the use of materials or chemicals used at any Norwich Public Utilities facility.
4. Contractor personnel should have knowledge of the physical properties, hazards and personal protective equipment (PPE) required. All contractor personnel shall be provided with appropriate PPE for the chemicals and hazards present.
5. Spill response equipment shall be available on location to contain or control a reasonably anticipated release or spill. All chemical spills at a Norwich Public Utilities facility or location must be reported to a Norwich Public Utilities authorized representative immediately upon discovery.
6. Contractor will provide to Norwich Public Utilities a complete inventory of chemicals brought onto a Norwich Public Utilities facility or location. Contractor must have all material safety data sheets (MSDS) for the material carried and available on request.
7. At the end of the project the contractor shall remove any chemicals that were not used.

GUIDE 3: FIRE PROTECTION AND PREVENTION

OVERVIEW

Fire safety and prevention is critical to the effective operations of Norwich Public Utilities facilities. Norwich Public Utilities focuses on responsibly safeguarding human and business assets to avoid a fire or explosion that may cause injury or disrupt operations. All contractors performing construction and maintenance operations must implement measures to prevent and control fires, if one occurs.

FIRE PREVENTION AND FIRE CONTROL REQUIREMENTS

Prior to working at any Norwich Public Utilities facility or project, all contractors must, at a minimum, meet the following requirements.

1. The contractor program must identify the fire protection requirements and procedures.
2. The contractor must identify personnel who are trained in the use of fire extinguishers and fire fighting techniques and can fight a fire during the early or incipient stage.
3. A Norwich Public Utilities Representative will be informed of all fire or explosion occurrences.
4. Ensure all field offices, shanties and storage facilities are constructed in accordance with applicable codes and fabricated noncombustible material for protection against fire.
5. The contractor must identify and inform Norwich Public Utilities operations that present a potential fire hazard, for example hotwork (welding, grinding and cutting) and the use of flammable liquids and gases.
6. Contractor must implement procedures to eliminate and control fire hazards including housekeeping, electrical safety, safety procedures for hot work, storage and handling of flammable and combustible liquids and compressed gases.
7. Good housekeeping standards must be enforced in the work area, including the requirements that waste, rubbish and flammable materials and rags be removed from the area daily.
8. All waste, rubbish and flammable materials must be stored in approved containers.
9. Non combustible tables or shelves, or protected work area will be used for hot work.
10. Storing flammable liquids in approved safety cans that are painted red with a yellow band around the can and labeled to identify the contents.
11. Storing combustible liquids in green safety cans that are labeled to identify the contents.
12. Storing all Flammable Combustible Liquids (FCL's) in closed approved metal cabinets and only storing quantities of these liquids on-site that do not exceed the minimum amount required for efficient operation.
13. Prohibit the use of gasoline and other highly flammable liquids for cleaning.
14. Using approved pumps or approved self-closing faucets and drip pans when dispensing FCL from drums or portable tanks.
15. Class B/C rated fire extinguishers will be located in close proximity to FCL areas and monthly and annual inspections will be performed to ensure that the units are ready for use.

16. In the event of a fire involving compressed gases, the gases will be permitted to burn and not extinguished, under any circumstances.
17. Oil, grease and highly volatile liquids must not be stored near oxygen cylinders.
18. Smoking is prohibited near flammable or combustible liquids and gases.
19. Using liquefied petroleum gas (LPG) indoors for cutting and/or welding operations shall be limited to small quantities and no more than a 1-pound bottle shall be stored in the building.
20. Open flames or spark-producing tools must not be used in any enclosure where an explosion concern may exist until testing indicates that an explosion hazard does not exist.
21. Obtain a NPU Hot Work permit if working in vicinity of a natural gas regulator or LNG facility.

GUIDE 4: PERSONAL PROTECTIVE EQUIPMENT

OVERVIEW

For many tasks, personal protective equipment (PPE) is as essential to the job as any tool. OSHA requires that every employer evaluate all tasks associated with a project to determine the hazards associated with these tasks and the appropriate PPE to be worn by each affected employee. This hazard assessment must be documented.

MINIMUM PPE REQUIREMENTS

In order to perform work at any Norwich Public Utilities facility or project, all contractors must, at least, meet the following requirements.

1. All employers must conduct a hazard assessment prior to the start of every project and as conditions change on the project to determine the types of PPE necessary for each task.
2. The results of the hazard assessment must be communicated to every employee on the project prior to the start of work and as conditions change.
3. All workers must be trained to recognize the need for and types of PPE necessary, the proper use of PPE, the limitations of PPE, and proper care and disposal of PPE.
4. All workers must be trained in the procedures for inspecting PPE prior to use to ensure it provides the required protection.
5. All PPE used must meet applicable American National Standards Institute (ANSI) standards.
6. All PPE must be maintained in a sanitary and reliable condition.
7. Where employees supply their own PPE, the employer is responsible for ensuring the adequacy, maintenance and sanitation of this PPE.
8. Hard hats must never be changed or modified in any way and must be appropriate for the type of work being performed.
9. Eye protection must be appropriate for the type of work being performed and must be equipped with side shields.
10. Burning goggles must be equipped with appropriate filtering lenses for the work being performed.
11. Gloves must provide adequate wrist and hand protection based on the tasks being performed and must be compatible with and resistant to any potential hazard (sharps, chemical, electrical, etc.)
12. Safety shoes or boots must be fitted with protective toe guards.
13. Additional PPE may be necessary for certain situations, for example overboots or rubber boots should be worn for wet conditions or chemical spills, etc.
14. Protective clothing (reusable or disposable) must be appropriate for the type of work being performed.
15. Orange or lime colored reflective vests, approved by the U.S. Department of Transportation must be worn when working in areas exposed to or adjacent to vehicle traffic.

16. Workers required to wear hearing protection must be allowed to select the type of devices they wish to wear from a number of suitable devices.
17. Flame resistant garments are required in areas where there is a potential for arc or flash.

GUIDE 5: HEARING CONSERVATION

OVERVIEW

Noise is defined as unwanted sound. Noise can cause sudden traumatic temporary hearing loss, long-term slowly occurring hearing loss that is irreversible, disruption of communication and masking of warning devices and alarms. These long-term effects may occur at noise levels lower than are constant and daily.

MINIMUM HEARING CONSERVATION REQUIREMENTS

In order to perform work at any Norwich Public Utilities facility or project, all contractors must, at least, meet the following requirements.

1. Workers must not be exposed to noise levels above those stated in the regulations.
2. All noise levels must be measured on the A-weighted scale by a trained person.
3. When noise exposure includes two or more periods at different noise levels, the combined noise exposure must be calculated.
4. When noise levels exceed the permissible limits, worker exposure must be controlled through engineering controls, administrative controls, personal protective equipment (PPE) or a combination of these.
5. Engineering controls consist of isolating, enclosing or insulating equipment or operations or substituting quieter equipment or operations.
6. Engineering controls are always preferred over other controls.
7. Administrative controls involve rotating workers to jobs having lower noise exposures and reducing the time that each worker is exposed.
8. PPE, for example earplugs and earmuffs, must be rated to reduce the noise exposure to within acceptable limits.
9. A noise exposure at or above 85 decibels on the A-weighted scale (dBA) averaged over an 8-hour time period (with or without PPE) requires a formal written hearing conservation program.
10. A hearing conservation program must include:
 - Noise monitoring;
 - Procedures for employee notification;
 - Provisions to permit employees to observe monitoring;
 - Initial and annual audiometric testing and an evaluation of the audiogram by a qualified professional;
 - A noise training program for all affected workers, and;
 - Formal record keeping.

11. The following table is a guide to common noise levels:

<u>Permissible Duration (dBA)</u>	<u>Examples of Noise Sources</u>
15	Wooded Forest
25	Quiet Bedroom
35	Library
65	Normal Speaking
75	General Office Area
85	Average Machine Shop

Action Level for Hearing Conservation Program – 85 dBA

8 Hours	90
6 Hours	92
4 Hours	95
3 Hours	97
2 Hours	100 Air Spray Operation
1.5 Hours	102
30 Minutes	110 Power Table Saw
15 Minutes	115
7.5 Minutes	120
4 Minutes	125 Rock-n-Roll Concert
2 Minutes	130 Aircraft Jet Engine/Ear Pain Threshold
NOT TO EXCEED 140	

12. A standard rule of thumb for noise states that when standing face-to-face at a distance of 1 to 2 feet, if it is necessary to raise your voice to be heard, the background noise exceeds 85 dBA.

GUIDE 6: WORKING AT ELEVATIONS

OVERVIEW

Falls from elevated work areas are one of the leading causes of death each year in occupational settings. Fall prevention is provided by engineering controls such as safety railings or personal fall protection systems. Precautions should also be taken to protect personnel from falling objects. A competent person is required to manage all processes involving scaffolding to ensure that scaffolding is erected, moved, used and dismantled safely.

MINIMUM WORKING ELEVATION REQUIREMENTS

In order to perform work at any Norwich Public Utilities facility or project, all contractors must, at least, meet the following requirements.

1. Elevated surfaces include openings (pits), open-sided platforms, floors or runways, stairs, ladders, mobile scaffolding, lifting equipment (aerial lifts and ladders).
2. Work performed at elevations must include safety harnesses and lifelines including:
 - Working on unprotected surfaces 6 feet or more above the ground or water.
 - Working on scaffolding 6 feet or more above the ground not equipped with proper railing.
 - Work on lifts where portions of the railing must be removed.
3. Lifelines/harnesses must be inspected and comply with the American National Standards Institute (ANSI) standards and be used according to manufacturers' operating procedures.
4. The lanyard must be a minimum of one-half inch nylon or equivalent and must not allow a fall of greater than 6 feet or one that would contact any lower level.
5. A body harness must be worn and a lanyard attached to the boom strap when working from an aerial lift device. Body belts are prohibited.
6. All open-sided floors, platforms or runways where a fall of 6 feet or more may occur must have railings and toeboards on all open sides.
7. Approved ladders will be used and inspected before each use to ensure their integrity.
8. Scaffold planking, guardrails, ladders and toeboards must be installed on scaffolds as required by the regulations. A scaffold must be rated for four times its intended load.
9. CLIMBING ON SCAFFOLD CROSS MEMBERS IS PROHIBITED.
10. Scaffolding must be cross-braced or braced diagonally and be plumb, square and rigid. Sections of scaffolding are locked together with cotter pins if uplifting may occur.
11. Lean-to scaffolds are prohibited.
12. Loading limitation of scaffold must not be exceeded.
13. The erection, installation and use of various scaffold types will be in compliance with all laws and regulations and manufacturers operating procedures.

GUIDE 7: ELECTRICAL SAFETY

OVERVIEW

Electrical safety is an important component to any safety program. To minimize personal injury from contact with energized sources, workers must be trained in fundamentals of electrical safety and all electrical hazards on a project must be identified and corrected. Only properly licensed electricians may perform any electrical work on Norwich Public Utilities projects.

MINIMUM ELECTRICAL SAFETY REQUIREMENTS

In order to perform work at any Norwich Public Utilities facility or project, all contractors must, at least, meet the following requirements.

1. Before work begins, all electric circuits, exposed or concealed, that may be contacted by workers must be posted with warning signs.
2. All workers must be notified of the location and hazard involved with nearby electrical circuits and protective measures taken.
3. Workers must not work near any part of an electrical circuit unless they are protected against shock by guarding or by de-energizing and grounding the circuit.
4. Workspaces, walkways and similar locations must be kept free of electrical cords and tools.
5. Equipment must not be stored around electrical cabinets to prevent access.
6. Workers must inspect all electrical equipment, including extension cords, for the following hazards:
 - Missing ground pins on plugs (except double-insulated);
 - Insulation pulled free from plugs or support connections;
 - Damaged insulation;
 - Exposed wires; and
 - Evidence of arcing, sparking or smoking.
7. When any conditions are identified on equipment that makes it unsafe to operate, the equipment must be removed from the site until repaired by a qualified person.
8. Portable lamps must be covered by a fixed, grounded (if metal) guard and equipped with an insulated handle.
9. All underground utilities must be marked prior to any groundbreaking activities.
10. Flexible cords must be suitable for the condition and location of use and must be used as appropriate.
11. Three-wire extension cords must be used and must be rated for hard or extra-hard use.
12. Splices and/or taps are prohibited in extension cords.
13. Extension cords must not be fastened with staples, hung on nails or suspended on wires.
14. Workers must be trained in the safety-related work practices that pertain to their job and cannot work near electrical hazards without training to recognize and avoid the hazard.

15. Electrical workers must test all equipment to verify if energy is present.
16. Only qualified, trained workers may test electrical equipment.
17. Workers must properly lockout and tagout any circuit or equipment being worked on and verify the equipment is de-energized.
18. Personal protective equipment used by electrical workers must be appropriate and in good condition.
19. Portable metal ladders and ladders with metal reinforcement are prohibited near energized electrical equipment.
20. ALL electrical equipment used on a project (hand tools, etc.) must be protected with a ground-fault circuit interrupter (GFCI).
21. Materials must not be stored in transformer vaults.
22. AC and DC wiring systems must be properly grounded.
23. Proper clearance from overhead power lines must be maintained at all times.

Guide 8: Excavation and Trenching

Overview

Excavation operations are among the first actions taken at a project site. Accidental cave-ins of earth that has been excavated account for a large majority of fatalities each year. In many cases, workers receive no warnings when excavated ground collapses and are suddenly trapped under tons of soil.

Minimum Excavation Requirements

In order to perform work on any Norwich Public Utilities facility or project, all contractors must, at least, meet the following requirements. Please note that additional requirements may be necessary based on job-specific activities.

- ALL UTILITIES MUST BE MARKED-OUT BY APPROPRIATE AUTHORITIES PRIOR TO ANY EXCAVATION.
- A trench is considered an excavation.
- All underground hazards (electric lines, gas/water lines, boulders, etc.) must be de-energized or removed/supported appropriately.
- Hand digging must be conducted near known or suspected underground systems.
- Ramps or runways used as a means of entry/exit for excavations must be designed by a competent person.
- A ladder or other safe means of exit must be used in excavations greater than 4 feet deep and cannot be greater than 25 feet from all workers in the excavation.
- Entering an excavation during digging is prohibited.
- When the atmosphere in an excavation is/can become hazardous, Proper atmospheric testing must be conducted as required by the Confined Space Program., Section 6 in this Safety Guideline.
- Daily inspections of the excavation and surrounding areas must be conducted by a competent person before work begins and as needed during the shift.
- Excavations must be shored or braced if nearby structures (buildings, sidewalks, etc.) may become unstable.
- All material, including excavated soil, must be stored at least 2 feet from the side of the excavation.
- Workers may only pass over an excavation on properly constructed walkways/bridges with guardrails in place.
- Adequate physical barriers must be provided around all excavations.
- Adequate protective systems must be used in excavations unless:
 - The excavation is entirely in stable bedrock; or
 - The excavation is less than 5 feet deep AND has been examined by a competent person who has found no signs of potential cave-ins.

- All excavations greater than 5 feet deep must be properly sloped, shored, braced, shielded, or protected by a system designed by a professional engineer.
- If a potentially hazardous material is encountered during excavation, all work must stop until the material can be evaluated by a Safety Professional.

Regulatory

A complete text of the requirements for Excavations can be found in Title 29 Code of Federal Regulations, Part 1926, Subpart P.

Guide 9: Asbestos Awareness

Overview

Asbestos has been used in hundreds of different types of insulation products and building materials. Asbestos-containing materials (ACM) can release asbestos fibers into the air if damaged. To minimize the release of fibers and the potential for exposure concerns, the handling and removal of ACM is highly regulated. The highlights of our Company program are:

- Contractors are required to ensure that ACM is not inadvertently contacted or disturbed.
- Suspect ACM must be assumed to be ACM until results of sampling by a certified individual and analysis by a certified lab proves the material to be non-ACM.
- Contractors will comply with the local, state and federal regulations for ACM work.

Minimum Asbestos Awareness Requirements


When working in any Norwich Public Utilities facility or on any Norwich Public Utilities project, all contractors must meet, at a minimum, the following requirements. The contractor is responsible for ensuring that all controls and requirements are identified to address job-specific activities.

- All contractors handling ACM will be required to be certified and in accordance with applicable OSHA standards and be trained in the specific tasks they will perform.
- When contractor personnel contacts or disturbs ACM, the contractor will develop an Asbestos Abatement Work Plan that outlines the procedures for planning and completing the project/activity and will submit the Work Plan to the Norwich Public Utilities Project Coordinator for approval. The Contractor is responsible for the proper filing, permits and fees for projects that will disturb ACM.
- The contractor will use necessary equipment (negative pressure air machines, respirators, etc.) for activities that disturb ACM to control the releases of fibers and to ensure the safety of personnel.
- The contractor will comply with federal, state and local regulations, including approved site work procedures, asbestos abatement, disturbance control, personal and facility decontamination procedures, housekeeping practices, final cleanup requirements and clearance procedures, and project engineering control methods.
- The contractor will use the proper personal protective equipment and air monitoring procedures.
- The contractor will provide and maintain a Medical Surveillance Program for employees.
- The Storage/transport/disposal of ACM will comply with federal, state and local regulations.
- The contractor will maintain asbestos project and employee records for projects including, but not limited to, exposure monitoring records, medical records, training records, fit-test records, and project specific records, such as the amounts and types of asbestos abated, logbooks, waste transportation information and site identification information, etc.

Regulatory

- Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), Part 1910.1001 - General Industry Standards for Asbestos.
- Title 29, CFR, OSHA, Part 1926.1101 - Construction Standards for Asbestos.

ATTACHMENT 4
NPU OQ GAS MANUAL EXCERPTS

Operations and Maintenance Manual		
	G O&M MAN 10-12 10-12 Atmospheric Corrosion Control & Monitoring	
	Ref: 192.479-481	Rev: 1.4
Effective: 17-Feb-2017	Current	1 OF 3

Atmospheric Corrosion Control & Monitoring

Scope:

This procedure identifies the atmospheric corrosion monitoring requirements.

Purpose:

The purpose of this procedure is to identify the general requirements and monitoring required to protect exposed pipe from atmospheric corrosion in accordance with 192.479 and 192.481.

Responsibility:

Norwich Public Utilities General Foremen, Maintenance Mechanics are responsible for having Crews provide atmospheric corrosion control of exposed pipe and systems in accordance with 192.479 and 193.481.

Code Sections:

CFR 192.479 Atmospheric Corrosion Control: General

CFR 192.481 Atmospheric Corrosion Control: Monitoring

Frequency:

Atmospheric Corrosion inspection shall occur at intervals of at least every 3 calendar years, but not exceeding 39 months.

Procedures:

1. General Atmospheric Corrosion:

- a) The Distribution Crews, Field Service Crews, and all Maintenance Mechanics shall clean and coat each pipeline, regulator station piping or portion of pipeline that is exposed to the atmosphere, including portions of pipelines in soil to air interfaces, under thermal insulation, under disbanded coatings, at pipe supports, in splash zones, at deck penetrations, and in spans over water.
- b) NPU need not protect from atmospheric corrosion any pipeline for which NPU has demonstrated by testing, investigation, or experience appropriate to the environment of the pipeline that corrosion will be only light surface oxidation or not affect the safe operation of the pipeline before the next scheduled inspection.
- c) Coating materials must be suitable for the prevention of atmospheric corrosion.

2. Atmospheric Corrosion Control: Monitoring

- a) Distribution Crews, Field Service Crews, Installer Collectors, Maintenance Mechanics, and Meter Readers shall inspect each pipeline or portion of pipeline that is exposed to the atmosphere for evidence of atmospheric corrosion in the course of conducting their assigned work as follows:
 - i. Meter readers or leak survey personnel at intervals of at least every 3 calendar years not exceeding 39 months, shall attempt to gain access and observe and inspect meter settings exposed to atmospheric conditions for

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conditions of corrosion. They shall record the inspection and note conditions of corrosion similar to the picture below on their instrument.



- The notes will be downloaded to form a list of locations to be inspected by Distribution Crews or Field Service crews for remedial action.
- ii. Maintenance Mechanics working on regulator stations and other piping exposed to atmospheric conditions shall inspect exposed piping, valves, regulators, and stations components for atmospheric corrosion on all above ground piping. They shall record the inspection and note the condition of corrosion on a Station inspection forms.
 - The Maintenance Mechanic shall make or schedule remedial actions as required in Step i through the General Foreman or Senior Maintenance Mechanic.
 - iii. Meter Installers shall inspect meter sets and above ground piping at customer locations during the course of their assigned work and note any atmospheric corrosion on their instrument log to be downloaded similar to the meter readers.
 - iv. Distribution Crews and Field Service Crews shall monitor for atmospheric corrosion and take remedial measures to correct above ground piping when installing or repairing piping during the course of their assigned work.
 - The Distribution Crews and Field Service Crews shall note the condition of above ground piping on the service order. (See Chapter 19 Field 2 Base Exposed Pipe Report Form 16-1)
- b) NPU contractors, mechanics, and crews shall re-evaluate each pipeline that is exposed to the atmosphere prior to completion of the job or project and if atmospheric corrosion is found, provide protection against the corrosion as required in Step 1.

3. OQ Operator Qualification

- a) Some activities may require covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this task. Distribution Crews, Field Service Crews, Installer Collectors, and Meter Readers will be required to be qualified in Task # 6 – Inspecting for Atmospheric Corrosion.

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4. Record Retention

- a) The records for each test, survey, or inspection required by Chapter 10 shall be retained and maintained for a period of 5 years in sufficient detail to demonstrate the adequacy of corrosion control measures or that corrosion conditions do not exist.

Revision History:

- April, 2013 Re-organized Operations and Maintenance Manual into individual procedures and areas for scope, purpose, responsibility, frequency, and code reference.
- Feb, 2017 Change "Form 6-3" to "Field 2 Base Exposed Pipe Report Form 16-1" in section 2 a iv

Notes:

1. CHI- made revisions per T. Williams
2. Installer Collector changed to Meter Installer in 2 a. iii.

Norwich Public Utilities

Exposed Pipe Report




**Norwich
Public Utilities**

Date:	Project No:
Arrival Time:	CBYD No:
Address:	
Contractor:	Inspector:

Exposed Pipe Information (Report on existing pipe only)

Utility:	Inspected Facility:	Inspected Pipe Dia (in):
Pipe Material:	Pipe Condition:	
Pipe Coating Type:	Coating Condition:	
Any Pits Observed?	Depth of Pits:	
Interior Checked?	Checked By:	
Interior Condition:	Wall Thickness	
GPS Coordinates:		
Comments:		
	Inspector Signature:	

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 <p>Norwich Public Utilities (860) 887-2555 • www.norwichpublicutilities.com</p>	G O&M MAN 6-5 6-5 Red-Hazard Tag Policy & Procedure	
	Ref: 192.605 & NFPA-54	Rev: 1.6
Effective: 12-Nov-2016	Current	1 OF 7

Red-Hazard Tag Policy and Procedure

Scope:

This procedure provides a method for Norwich Public Utilities (NPU) to protect its employees and the public of potentially hazardous conditions such that the supply of natural gas can be shut-off when hazardous conditions are detected.

Purpose:

The purpose of this policy is to establish a procedure for Norwich Public Utilities (NPU) field personnel to follow when an imminently hazardous condition is observed to exist on gas appliances or piping within any customer premises. This policy will also outline the reporting of such conditions to NPU management, the property owner (if s/he is not present at the time) as well as all appropriate local authorities. As an organization that is owned by the customers we serve, a key objective of this policy is to report and communicate these hazards in a way that insures a customer's health and safety, yet maintains proactive communication with property owners.

Policy:

Whenever a hazardous, gas-related condition is observed at a customer's premises, it is the policy of NPU that the field employee notifies the customer affected by the hazard as well as the person responsible for the overall condition of the property. Field Services personnel will correct the condition, if possible, and when requested by the individual with the authority to approve both the work to be performed and payment. When corrective action is necessary and the service required is not directly provided by NPU, a licensed contractor will be required to make the necessary repairs. When the condition cannot be immediately corrected, field personnel will adhere to the procedure set forth below.

It is the policy of NPU to require that any equipment and facilities connected to the NPU natural gas system be kept in a safe working order that meets all applicable state and local codes. NPU is not a code-enforcing agent, however, it will refuse to connect or continue service to a customer, where gas equipment or piping is found in clear violation of the National Fuel Gas Code (NFPA-54 latest edition), applicable state or local codes, or is recognized as a hazardous condition.

IMPORTANT NOTE: *It is not the intent of this Policy for Field Service Personnel to inspect all of the customer's appliances or piping when at the customer premises. The intent of this policy is to establish a procedure when a hazardous condition is observed and recognized as a part of normal work associated with a customer call.*

Responsibility:

Norwich Public Utilities employees are required to follow this Red-Hazard Tag Policy and Procedure and completion of associated training.

Code Sections:

CFR 192.605 Procedural Manual for Operations, maintenance, and emergencies.
CFR 192.615 Emergency Plan
NFPA-54 National Fuel Gas Code

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Frequency:

Norwich Public Utilities shall report all hazardous conditions of customer connected appliances on NPU's Red-Hazard Tag (See Chapter 19 Form 6-5) when conditions exist on customer leak calls or distribution service turn on's.

Procedures:

1. Hazard Notice by Field Service Personnel

- a) Whenever a hazardous condition is identified, gas supply will be immediately shut off to the defective appliance or piping.
- b) When the condition cannot be immediately corrected, Field Service Personnel will fill out a Red-Hazard Tag (See Chapter 19 -Form 6-5).
- c) When heat or hot water is affected, one of the following supervisors will be contacted in this order until one is reached and notified: Field Service General Foreman or his/her designee, Operations Integrity Manager, or Operations Manager. The supervisor reached will direct the next course of action that will be taken.
- d) A copy will be affixed at the location where the gas supply has been turned off.
- e) The Red-Hazard Tag also indicates that the customer should notify NPU when the condition is corrected, so that Field Services can verify the condition has been resolved, and then restore gas service when appropriate.

2. Explanation to Customer or Responsible Person

- a) Field Services personnel will fully explain to the customer and/or the person responsible for ownership, and maintenance of the property, the following information regarding the Red-Hazard Tag:
 - i. The nature of the condition or violation.
 - ii. The corrective action(s) necessary to eliminate the condition.
 - iii. It is the customer's and/or property manager or owner's responsibility to notify NPU as soon as the condition is corrected, in order to allow prompt inspection of the appliance and restoration of gas service once the condition has been corrected.
 - iv. NPU's obligation to inform the Norwich Building Department of all Red-Hazard Tags issued. If the identified hazard or the termination of gas service creates a health or safety issue for residents of the property, NPU is also obligated to notify appropriate local housing, health, and/or human services officials.

PLEASE NOTE: If the customer requesting service is not present or is a tenant, and the responsible property owner is not available for immediate contact by phone, (every attempt must be made to contact this person before leaving the property), a voice message to call NPU regarding a safety issue at their property will be left if possible. The contact number given should be 860-887-2555 Customer Service Number. In addition, a copy of the Red-Hazard Tag will be mailed to the property owner (return receipt requested) by the Field Service Office. Given the urgent nature of Red-Hazard Tag issues, this notice should be mailed

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within one day, but no later than 72-hours from the time of issue. The tag will include correspondence identifying the information in items 1-4 above and to call NPU if further explanation is necessary.

3. Completing the Red – Hazard Tag

- a) It is of extreme importance that all information on the Red-Hazard Tag is completely filled in and legible by field service personnel. This is a vital record of the violation for NPU and must be completed as follows.
 - i. Customer/Tenant name and phone numbers
 - ii. Property Owner's name and phone numbers
 - iii. Address, city/town, apartment number and floor
 - iv. All appropriate boxes checked off
 - v. All appliance information filled out
 - vi. Description of condition causing the violation
 - vii. Corrections necessary to address the violation
 - viii. Signature of customer or responsible person. If customer or responsible person refuses to sign the Red-Hazard Tag or if no one is available (and every attempt has been made to locate him/her) please note this on tag. Please indicate if person signing the tag is the owner, tenant or has some other affiliation with the property.
 - ix. Work order number
 - x. Field Services Employee's initials
 - xi. Date tagged out
- b) When the Red-Hazard Tag is completed and signed, securely attach (hard copy with wire) the tag to the appliance or piping at the location that the gas supply was shut off. If the meter was shut off, attach the tag at the meter shut off valve.
- c) Give the property owner their copy. If they are not present, return the owner copy to dispatch, so that it can be sent by mail return-receipt with the appropriate correspondence.
- d) Complete work order with all information regarding this Red-Hazard Tag including the tag number.
- e) Turn in the NPU original copy with the work order. When circumstances warrant, such as the interruption of service to restaurants, schools, businesses, multi-family homes, the following supervisors will be contacted in this order until one is reached and notified: Field Service General Foreman or his/her designee, Operations Integrity Manager, or Operations Manager. The supervisor reached will direct the next course of action that will be taken.

4. Office Procedure

- a) Work orders received from the field with Red-Hazard Tags will be separated and processed as follows.
 - i. Red-Hazard Tags will be listed on a weekly Building Department report with:
 - Red-Hazard Tag number

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- Responsible person's name
 - Address of hazard
 - Date of violation
 - Brief description of violation
- ii. This report will be sent by e-mail each and every week to the City of Norwich Building Department and the Operations Manager on the first workday of the following week. Included on this report will be all Red-Hazard Tag numbers that were re-inspected and passed or failed that week.
 - iii. Dispatch will make a final attempt to contact the property owner by phone on the same day the tag is received from the field. When possible, a voice message should be left specifically advising the owner of a safety issue at their property (give address) and to call NPU as soon as possible. An example of an appropriate message is:

"This is XX (Insert your name) from the Field Services Department at NPU. We need to speak with you as soon as possible about a safety issue at your property. Please contact Customer Service number at 860-887-2555- when you get this message. Thank you."

b) The customer copy will then be mailed, return receipt.

- i. The actual Red-Hazard Tag will be placed in a file kept in the Field Service Office. An electronic version of the report of pending or completed Red-Hazard Tags will be kept accessible on the NPU Intranet for viewing by other interested workgroups.

5. Re-inspection

- a) When a customer calls in to report that the Red-Hazard Tag violation has been corrected, a work order will be made indicating re-inspection of the Red-Hazard Tag and the nature of the violation. The Field Services employee who initiated the Red-Hazard Tag should preferably conduct the re-inspection, however neither the re-inspection nor the customer should be delayed waiting for this employee to become available. This emphasizes the importance of the issuing field personnel to complete each red-hazard tag thoroughly and legibly. Re-inspections will be performed only by Field Services employees.
- b) On re-inspection, Field Services personnel will determine if the unsafe condition has been corrected and is in compliance with NFPA-54 and other applicable local codes.
 - i. Condition found **Satisfactory** on inspection.

Field Service Personal will restore gas supply, remove the Red-Hazard Tag, and place the equipment back in operation. When equipment has been replaced with a new boiler, furnace, etc. the Field Service Personnel will approve the inspection, purge gas to the appliance as necessary, and leave the reight of the appliance to the contractor. The Red-Hazard Tag will be marked "Correction Satisfactory," then be initialed and dated by the Field

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Service employee that performed the re-inspection. It will then be returned with re-inspection work order.

The Red-Hazard Tag with work order will be returned to dispatch and processed as follows.

- a. Red-Hazard Tag notification on customer account will be removed.
 - b. Red-Hazard Tag hard copy and office copy will be filed in the completed Red-Hazard Tag file located in Field Service Office .
 - c. Red-Hazard Tag weekly report to building official will be updated to show "Condition Corrected."
- ii. Condition found **Unsatisfactory** on inspection.

Field Services Employee will re-inform the customer/responsible party or contractor that the condition is "Not Satisfactory." The re-inspection work order should clearly be noted that the condition(s) still exists. Gas supply will remain terminated and Red-Hazard Tag left on appliance.

6. Additional Procedures When Required

In some instances, because the nature of the violation or other conditions prevails, the following additional procedures will be followed:

- a) Upon the judgment of the Field Service General Foreman, or his designee, Operations Integrity Manager, or Operations Manager the local authorities having jurisdiction (Norwich Building, Housing, Fire, Humans Services, or Health Officials) will be notified to assist in taking necessary action when the customer or responsible person refuses to correct the condition to eliminate hazard. During the heating season, they will notify the Housing Official immediately if a tenant is left with no heat due to faulty heating equipment.
- b) When the customer or responsible person refuses to take necessary action and continues to operate appliance in a Hazardous condition, the Field Service General Foreman, or his designee, Operations Integrity Manager, or Operations Manager will cause the gas service to be terminated in accordance with NPU policies and the CT-DPUC Termination of Service Regulations.

7. Guides and Standards for Proper Installations and Practices

The primary guides and standards for determining violations are the Manufacturers Installation Instructions and the National Fuel Gas Code (NFPA-54), latest edition.

8. Hazardous Conditions

The following are some of the typical violations that require a Red-Hazard Tag, and gas supply to immediately be shut off. Red-Hazard Tags are only to be used if the violation can't be rectified immediately with the customer's permission to make repairs.

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a) Piping

- i. All gas piping which is leaking and cannot be repaired or temporarily repaired, or in general, made safe.
- ii. Undersized gas piping or reduced pressure which affects the safe operation of appliances.
- iii. Appliances installed with connector not approved for use.
- iv. Prohibited piping materials, valves, fittings or connectors.
- v. Other conditions which pose a risk of bodily injury or property damage and which cannot be immediately corrected.

b) Appliance Location


- i. Appliance and venting located too close to combustible portion of building or flammable material where an impending fire hazard exists.
- ii. Appliance located in an area where flammable liquids are present and the possibility of ignition is likely.
- iii. Appliance located in a confined area such as a bathroom or bedroom, where operation could cause oxygen deficiency because of insufficient ventilation (except for sealed combustion equipment).
- iv. Appliances located in garages or other areas not in accordance with the National Fuel Gas Code (NFPA – 54, latest edition).
- v. Appliances located in confined space where a door cannot be removed temporarily to provide make-up air.
- vi. Other conditions which pose a risk of bodily injury or property damage and which cannot be immediately corrected.

c) Appliance Defects

- i. Appliance gas leakage that cannot be repaired and made safe
- ii. Appliances with defective controls (safety pilot) to shut off gas supply to main burner in event of either interrupted gas supply or the pilot being extinguished
- iii. Appliances with defective high limits, low water cut-offs, aqua stats, etc.
- iv. Heat exchanger clogged or cracked
- v. Short circuit in electrical system
- vi. Improper electrical wiring
- vii. Appliance producing abnormal levels of carbon monoxide that cannot be corrected by normal adjustments.
- viii. Boiler, water heater or pool heater without a properly sized or vented relief valve or relief that is plugged or valved.
- ix. Other conditions which pose a risk of bodily injury or property damage and which cannot be immediately corrected

d) Venting and Flues

- i. All unvented space heaters and unvented gas logs not equipped with oxygen depletion devices
- ii. Vent piping not connected to chimney
- iii. All vented appliances where sustained back draft or flue stoppage exists, such as vent pipes which are corroded, perforated, trapped, reduced,

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- improperly pitched, have draft diverter improperly installed or obstructions causing spillage
- iv. Manual dampers installed in appliance vent
 - v. Flues in contact or too close to combustibles causing impending fire hazard
 - vi. Back draft of flues created by other influences, such as exhaust fans or additional flue, if such influences cannot be immediately eliminated
 - vii. Chimneys that are deteriorated, have holes or blockages
 - viii. Chimney flues that are improperly sized or lined
 - ix. Gas appliance connected to a chimney serving a solid fuel burning appliance.
 - x. Gas logs installed in a fireplace without fixed open flue, or installed in an artificial fireplace
 - xi. Other conditions which pose a risk of bodily injury or property damage and cannot be immediately corrected.

9. OQ Operator Qualification

- a) Some activities may require covered task under the Operator Qualification Plan and may only be performed by or directed and observed by an individual who is currently qualified to perform this task. Distribution Crews and Field Service Crews shall be qualified in the following tasks, in accordance with Appendix E of the Operator Qualification Plan:
 - Task # 20 Investigating Leaks and Odor Complaints
 - Task # 70 Abnormal Operating Conditions and Properties of Natural Gas

Records Retention:

Red-Hazard Tags can be found in the Field Service Office and are required to be retained for a period of 3 years by NPU.

Revision History:

- | | |
|-------------|--|
| April, 2013 | Re-organized Operations and Maintenance Manual into individual procedures and areas for scope, purpose, responsibility, frequency, and code reference. |
| Sept 2016 | Update supervisory responsibilities in various sections; Add reference to Appendix E of the OQ Plan to Section 9. |

HAZARD/PELIGRO/危險 NORWICH PUBLIC UTILITIES			
<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Agent	<input type="checkbox"/> Other
<input type="checkbox"/> Propietario	<input type="checkbox"/> Arrendatario	<input type="checkbox"/> Agente	<input type="checkbox"/> Otro
<input type="checkbox"/> 房主	<input type="checkbox"/> 租戶	<input type="checkbox"/> 代理人	<input type="checkbox"/> 其他
Name <i>Nombre</i> 姓名		Signature <i>Firma</i> 簽名	
Address <i>Dirección</i> 地址		Floor-Apt. <i>Piso-of.</i> 樓層-公寓	
Owner <i>Propietario</i> 房主		Owner's Address <i>Dirección del propietario</i> 房主地址	
<input type="checkbox"/> Piping	<input type="checkbox"/> Appliance	<input type="checkbox"/> Venting	<input type="checkbox"/> Other
<input type="checkbox"/> Tuberías	<input type="checkbox"/> Para artefacto	<input type="checkbox"/> De ventilación	<input type="checkbox"/> Otra
<input type="checkbox"/> 管道	<input type="checkbox"/> 設備	<input type="checkbox"/> 通風	<input type="checkbox"/> 其他
PROBLEM / PROBLEMA /故障			
Appliance/Para artefacto/設備	Make/Marca/製造日期	Model #/ N° de modelo/型號	Serial #/ N° de serie 序列號
Tagged By:/ Etiquetado por:/標記者 :		Date:/ Fecha:/日期:	
NORWICH PUBLIC UTILITIES: 887-2555 WORK ORDER #/N° DE ORDEN DE TRABAJO/工作訂單號			

NORWICH PUBLIC UTILITIES COPY COPIA DE NORWICH PUBLIC UTILITIES 諾威治公用事業處副本

Front page of 3-ply tag

CUSTOMER COPY COPIA DEL CLIENTE 客戶副本

HAZARD/PELIGRO/危險 NORWICH PUBLIC UTILITIES			
<input type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> Agent	<input type="checkbox"/> Other
<input type="checkbox"/> Propietario	<input type="checkbox"/> Arrendatario	<input type="checkbox"/> Agente	<input type="checkbox"/> Otro
<input type="checkbox"/> 房主	<input type="checkbox"/> 租戶	<input type="checkbox"/> 代理人	<input type="checkbox"/> 其他
Name <i>Nombre</i> 姓名		Signature <i>Firma</i> 簽名	
Address <i>Dirección</i> 地址		Floor-Apt. <i>Piso-of.</i> 樓層-公寓	
Owner <i>Propietario</i> 房主		Owner's Address <i>Dirección del propietario</i> 房主地址	
<input type="checkbox"/> Piping	<input type="checkbox"/> Appliance	<input type="checkbox"/> Venting	<input type="checkbox"/> Other
<input type="checkbox"/> Tuberías	<input type="checkbox"/> Para artefacto	<input type="checkbox"/> De ventilación	<input type="checkbox"/> Otra
<input type="checkbox"/> 管道	<input type="checkbox"/> 設備	<input type="checkbox"/> 通風	<input type="checkbox"/> 其他
PROBLEM / PROBLEMA /故障			
Appliance/Para artefacto/設備	Make/Marca/製造日期	Model #/ N° de modelo/型號	Serial #/ N° de serie 序列號
Tagged By:/ Etiquetado por:/標記者 :		Date:/ Fecha:/日期:	
NORWICH PUBLIC UTILITIES: 887-2555 WORK ORDER #/N° DE ORDEN DE TRABAJO/工作訂單號			

Middle page of 3-ply tag

HAZARD/PELIGRO/危險 NORWICH PUBLIC UTILITIES			
<input type="checkbox"/> Owner <input type="checkbox"/> Propietario <input type="checkbox"/> 房主	<input type="checkbox"/> Tenant <input type="checkbox"/> Arrendatario <input type="checkbox"/> 租戶	<input type="checkbox"/> Agent <input type="checkbox"/> Agente <input type="checkbox"/> 代理人	<input type="checkbox"/> Other <input type="checkbox"/> Otro <input type="checkbox"/> 其他
Name <i>Nombre</i> 姓名 _____		Signature <i>Firma</i> 簽名 _____	
Address <i>Dirección</i> 地址 _____		Floor-Apt. <i>Piso-of.</i> 樓層-公寓 _____	
Owner <i>Propietario</i> 房主 _____		Owner's address <i>Dirección del propietario</i> 房主地址 _____	
<input type="checkbox"/> Piping <input type="checkbox"/> Tuberías <input type="checkbox"/> 管道	<input type="checkbox"/> Appliance <input type="checkbox"/> Para artefacto <input type="checkbox"/> 設備	<input type="checkbox"/> Venting <input type="checkbox"/> De ventilación <input type="checkbox"/> 通風	<input type="checkbox"/> Other <input type="checkbox"/> Otra <input type="checkbox"/> 其他
PROBLEM / PROBLEMA / 故障			
Appliance/Para artefacto/設備 _____		Make/Marca/製造日期 _____	
Model #/ N° de modelo/型號 _____		Serial #/ N° de serie 序列號 _____	
Tagged By/ Etiquetado por/標記者: _____		Date/ Fecha/日期: _____	
Re-inspected By/Reinspeccionado por/ 重新檢查者: _____		Date/ Fecha/日期: _____	
NORWICH PUBLIC UTILITIES: 887-2555		WORK ORDER #/N° DE ORDEN DE TRABAJO/工作訂單號 _____	
RE-INSPECTION WORK ORDER#/N° DE ORDEN DE TRABAJO DE REINSPECCIÓN/重新檢查工作訂單號			

MORE INFORMATION ON BACK OF TAG AL REVERSO DE LA ETIQUETA PUEDE ENCONTRAR MAYOR INFORMACIÓN
 標籤背面有更詳盡的資料

FAULTY EQUIPMENT TAG
 ETIQUETA DE EQUIPO DEFECTUOSO
 故障設備標籤

Back page of 3-ply tag

<p>⚠ HAZARD ⚠</p> <p>DO NOT OPERATE THIS APPLIANCE OR SECTION OF GAS PIPING!</p> <p>Due to a hazardous condition this appliance or section of gas piping has been shut off. Do not use it until the condition (s) noted on the tag have been corrected and the appliance or gas pipe has been re-inspected. Repairs should only be done by a <u>qualified repairperson</u> and according to all <u>applicable codes</u> and with any <u>appropriate permits</u>. Please notify NORWICH PUBLIC UTILITIES when the condition causing this hazard notice has been corrected, so that we may verify the condition has been corrected and, if necessary, restore gas service.</p> <p>HAZARD TAGS ARE REPORTED TO LOCAL BUILDING OFFICIALS AND PROPERTY OWNERS.</p> <p>⚠ PELIGRO ⚠</p> <p>¡NO OPERE ESTE ARTEFACTO O ESTA SECCIÓN DE TUBERÍA DE GAS!</p> <p>Debido a una condición de peligro, se ha apagado este artefacto o esta sección de tubería de gas. No lo use hasta que se corrijan la o las condiciones que se indican en la etiqueta y se inspeccione el artefacto o la tubería de gas. Las reparaciones sólo las debe realizar el <u>personal de reparaciones calificado</u> y en conformidad con todos los <u>códigos aplicables</u> y con todos los <u>permisos que correspondan</u>. Notifique a NORWICH PUBLIC UTILITIES cuando se haya corregido la condición que cause este aviso de peligro, para que podamos verificar que se haya corregido la condición y, si fuese necesario, restablecer el servicio de gas.</p> <p>LAS ETIQUETAS DE PELIGRO SE DEBEN INFORMAR A LAS AUTORIDADES DEL EDIFICIO Y A LOS DUEÑOS DE LA PROPIEDAD.</p> <p>⚠ 危險 ⚠</p> <p>請勿操作本設備或煤氣管道部分！</p> <p>由於危險情況，本設備或煤氣管道部分已被關閉。在標籤上註明的故障被排除之前，以及在設備或煤氣管道被重新檢查之前，請不要使用。修理工作只能由合格的修理人員按照所有適用法規並具備任何相應的許可來進行。當本危險通知所說明的狀況得到糾正之後，請通知諾威治公用事業處，以便我們核實該狀況是否已得到糾正，並且在必要時恢復煤氣服務。</p> <p>危險標籤須報告給當地建築物管理部門及房主。</p>

NORWICH PUBLIC UTILITIES TELEPHONE/TELÉFONO/諾威治公用事業處電話: 887-2555

Back of tag

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

- (1) He is (owner, partner, officer, representative or agent) of _____
_____, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents 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 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 the attached Bid or of any other 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 Owner 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 in interest, including this affiant.

(Signed) _____

(Title)

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

(Title)

My Commission expires _____, 20 _____.

NONDISCRIMINATION IN EMPLOYMENT

State of _____)
County of _____) ss

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

(1) He/she is (owner, partner, officer, representative, or agent), of _____
_____, the vendor that has submitted the attached proposal;

(2) Said vendor (has _____) (has not _____) previously performed work subject to the
President's Executive Order No. 11246, or any preceding similar Executive Order.

Signed _____

Title

Subscribed and Sworn to before me

this _____ day of _____ 20_____.

Title

My Commission expires _____, 20_____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ of _____ (hereinafter called Principal) as Principal,

and _____ a corporation organized and existing under the laws of the State of _____

and duly authorized to transact a surety business in the State of Connecticut (hereinafter called Surety), are held and firmly bound unto the City of Norwich as Owner, in the penal sum of _____ in lawful money of the United States of America, for the payment of which sum, well and truly made to the Owner, we bind ourselves, our heirs, successors, and assigns, jointly and severally, firmly by these presents has herewith submitted a bid for the for the contract for the _____ project, bids for which are scheduled to be opened on _____

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has herewith submitted a bid for the contract for the above referenced project

NOW, THEREFORE, if the following conditions are satisfied, this obligation shall become void:

- a) the Principal shall not withdraw its bid within _____ days after the bid opening of the same without the consent of the Owner, and
- b) the Owner shall award said project to the Principal in writing, and
- c) the Principal shall, as required by the Owner pursuant to the bid specifications for the project, execute a contract in writing for the project within the time specified by the Owner, after being notified by the Owner in writing of the award, including all submissions relating to that contract execution as may be required by the bid specifications, to be submitted to the Owner prior to contract execution, and
- d) the Principal shall deliver such surety bond as shall be acceptable to the Owner for the performance of the work according to said written agreement (contract), and shall in all other respects perform the agreement created by the acceptance of said bid.

Otherwise, the Principal and Surety hereto agree to pay unto the Owner the difference between the amount of the bid of said Principal, submitted herewith, and the amount for which the Owner may contract with another party to perform the work covered by the said bid of the Principal.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for contract execution that the Principal and Owner may agree to, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than _____ calendar days in addition to the original _____ days allowed for expiration of this bid bond.

IN TESTIMONY WHEREOF, the said Principal and Surety have caused this bond to be signed by their duly-authorized representatives and have caused their names and corporate seals to be affixed on this form on the respective dates of their signatures.

Surety

Principal

Print Surety Name

Print Name

Agent's signature and date. **Enclose a valid Power of Attorney**

Signature of Authorized Representative and date

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
 _____ (Name of Contractor)
 _____ a _____
 _____ (Corporation, Partnership, or Individual)
 hereinafter called "Principal" and _____
 _____ (Surety)
 of, _____ State of _____ hereinafter called the
 "Surety", are held and firmly bound into of _____ of
 _____ (Owner)
 _____, hereinafter called "Owner", in the penal sum of (City
 and State)
 _____ Dollars

(\$ _____) in lawful money of the United States, for the payment made, we bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs, executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, which contract is hereby incorporated by reference and made a part hereof for the construction of:

The Surety expressly acknowledges and agrees that the Contract incorporates by reference certain additional documentation therein described, all of which is an integral part of the Contract whether or not the same are attached to this Bond. Complete copies of the Contract and all attachments are on file with the Owner and are available for inspection.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original this _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____ (s)

(Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

By _____
Attorney-in-Fact

Witness as to Surety

(Address-Zip Code)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____ a _____

(Name of Contractor)
(Corporation, Partnership, or Individual)
hereinafter called "Principal" and _____

(Surety)
of, _____ State of _____ hereinafter called the
"Surety", are held and firmly bound into of _____ of

(Owner)
_____, hereinafter called "Owner", in the penal sum of (City
and State)
_____ Dollars

(\$ _____) in lawful money of the United States, for the payment made, we bind ourselves, and successors, jointly presents of which sum well and truly to be our heirs, executors, administrators and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

The Surety expressly acknowledges and agrees that the Contract incorporates by reference certain additional documentation therein described, all of which is an integral part of the Contract whether or not the same are attached to this Bond. Complete copies of the Contract and all attachments are on file with the Owner and are available for inspection.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work of to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Principal
By _____ (s)

(Address-Zip Code)

Witness as to Principal

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

By _____
Attorney-in-Fact

Witness as to Surety

(Address-Zip Code)

(Address-Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

ATTACHMENT 9
CONTRACT FOR SERVICES



Norwich Public Utilities

16 South Golden Street
Norwich, CT 06360

Phone: (860)887-2555
Fax: (860)823-4172

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this ____ day of _____, by and between (Contractor, Address), hereinafter called **Contractor**", and Norwich Public Utilities, 16 South Golden Street, Norwich, CT 06360, hereinafter called **"NPU."**

WHEREAS, NPU desires to enter into a contract for services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of NPU, therefore this contract is entered into under the following terms and conditions:

1. The Contractor agrees to perform the services described below or in attachments if applicable. (Attachments must be specifically labeled; for example, "Attachment A, consisting of _____ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

2. **Term of the Contract:** The start date for this Contract shall be _____ and the completion date of this Contract shall be _____.

3. **Contract Price:** NPU shall pay the Contractor for the performance of the Contract the total of \$_____.

4. **Liquidated Damages:** In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to Norwich Public Utilities in the amount of \$_____ per calendar day.

5. **Contract Documents:** The Contract Documents consist of this Agreement, the Standard Bid and Contract Terms and Conditions, the Instructions to Bidders, the Contractor's bid as accepted by NPU, the General and Special Conditions of the Work, the Technical Specifications, the drawings and all Addenda attached hereto.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Contract Documents, the provisions of this Agreement shall prevail.

Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest edition in effect at the time of receipt of the bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of NPU, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

6. **Obligations And Liability Of The Contractor:** The Contractor shall, as herein specified, do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies

and all other things (except as otherwise expressly provided herein) necessary for the proper performance and completion of the work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of NPU, and at the prices herein agreed upon therefor.

All parts of the work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not it is indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if it is called for both by the Drawings and by the Specifications.

The Contractor shall coordinate its operations with those of any other contractors who may be employed on other work of NPU, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.

The Contractor shall conduct its work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required it shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.

The Contractor shall indemnify and save harmless NPU 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, NPU 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 NPU, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of NPU other than supervisory acts or omissions of NPU in the work.

The Contractor shall have complete responsibility for the work and the protection thereof, and for preventing injuries to persons and damage to the work and property and utilities on or about the work, until final completion and final acceptance thereof. It shall in no way be relieved of its responsibility by any right of NPU to give permission or directions relating to any part of the work, by any such permission or directions given, or by failure of NPU to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.

The Contractor shall conduct its operations so as not to damage existing structures or work installed either by it or by other contractors. In case of any such damage resulting from its operations, it shall repair and make good as new the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.

The Contractor shall be as fully responsible to NPU for the acts and omissions of its subcontractors, their officers, agents, servants and employees as it is for its own acts and omissions and those of its own officers, agents, servants and employees.

Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against NPU therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of its subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.

The Contractor agrees to and does hereby indemnify and save harmless NPU from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay and from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.

The Contractor shall promptly pay all federal, state and local taxes which may be assessed against it in connection with the work or its operations under this Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

7. Supervision of Work: The Contractor shall be solely responsible for supervision of the work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with NPU, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as its agent on the work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the work without the prior written consent of NPU. If, in the opinion of NPU, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by NPU; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or its agent or superintendent is not present on any part of the work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by NPU to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

8. 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 City of Norwich Code of Ordinances. All insurance shall be obtained from companies satisfactory to NPU.

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 NPU 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 NPU and any Engineer as the named insured. A copy of the policy shall be furnished to NPU and a Certificate of Insurance shall be furnished to any Engineer.

All policies shall be so written that NPU 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.

9. Contract: This Agreement, which includes all the Contract Document elements listed in paragraph 1 above, forms the Contract between the parties identified in the heading of this document. In the event that any provision of the Contract conflicts with any other provision of this Contract, the decision of NPU will be final.

10. Funding and Fiscal Year Appropriations: Appropriations for expenditures by NPU and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of NPU is the twelve (12) month period ending June 30 of each year. The obligations of NPU under this Contract for the present or any subsequent fiscal year following the fiscal year in which this Contract is executed are subject to the appropriation of funds sufficient to discharge NPU's obligation, which accrues in this or any subsequent fiscal year. In the absence of such appropriation or authorization, this Contract shall be terminated immediately upon the Contractor's receipt of notice to said effect without liability for damages, penalties or other charges arising from early termination. Expenditures for contracted services that will extend beyond a single fiscal year shall not exceed in any fiscal year the amount appropriated and authorized for said fiscal year. The Contractor's yearly costs, as contained herein, may not exceed the amount appropriated for said year.

11. Termination: The Contract may be terminated without cause by either party by giving written notice to the other at least thirty (30) calendar days prior to the effective date of termination stated in the notice. If Contractor fails to fulfill its obligations, NPU may terminate this Contract by giving written notice to the Contractor at least seven (7) calendar days before the effective date of termination stated in the notice. The notice shall state the circumstances of the alleged breach and may state a period during which the alleged breach may be cured, which cure shall be subject to approval by NPU.

12. Obligations in Event of Termination:

A. Upon termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Contract, shall become the property of NPU.

B. NPU shall promptly pay the Contractor for all services performed to the effective date of termination, subject to indemnification provisions of Paragraph 5 hereof and subject to offset of sums due the Contractor against sums owed by the Contractor to NPU.

13. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting

therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, NPU, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

14. Public, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or NPU, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with NPU funds shall vest with NPU at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of NPU before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor, or any of its subcontractors, publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, NPU shall have a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication. The Contractor shall use reasonable means to inform the public that NPU provides financial support for its operations and services by explicitly stating on publicity NPU material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by NPU."

15. Assignment by Contractor and Subcontracting: The Contractor shall not assign or in any way transfer any interest in this Contract without the prior written consent of NPU, nor shall it subcontract any services without the prior written approval of NPU.

16. Connecticut Law: It is agreed that this contract shall be governed by, construed, and enforced in accordance with the internal laws of the State of Connecticut.

17. Venue: In the event of litigation, the parties do agree to be contractually bound to submit themselves to the personal jurisdiction of the state courts of Connecticut. The venue for any court proceeding shall be in the Superior Court for the Judicial District for Norwich at Norwich, Connecticut.

18. Waiver of Jury Trial: CONTRACTOR HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND CONTRACTOR HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND NPU MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONTRACTOR'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

19. Nondiscrimination and affirmative action provisions, nondiscrimination provisions regarding sexual orientation, Executive Order Number Three and guidelines and rules, Executive Order Number Seventeen, Executive Order Number Sixteen and sexual harassment policy:

For the purposes of this article, the word "contractor" is substituted for and has the same meaning and effect as if it read "Contractor's name." Section A of this article is inserted in connection with subsection (a) of § 4a-60 of the General Statutes of Connecticut, as revised. Section E of this article is inserted in connection with subsection (a) of § 4a-60a of the General Statutes of Connecticut, as revised.

- A. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds 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 it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees

to take affirmative action to insure that applicants with job-related qualifications are employed and 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, sexual orientation, 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, or in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. § 46a-56.

- B. Any contractor who is party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the contractor shall provide the updated representation to the Commission not later than 30 days after such change. Any contractor who is party to a municipal public works contract or a quasi-public agency project where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that it complies with the nondiscrimination agreement and warranty under subsection (A)(1) above; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) above and is in effect on the date the affidavit is signed.
- C. (1) If the contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The contractor shall include the provisions of subdivision (A)(1) above in every subcontract or purchase order entered into to fulfill any obligation of a public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Conn. Gen. Stat. §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter; (2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects; (3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts; (4) The contractor agrees to comply with the regulations referred to in this section 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.

D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, form of corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in Conn. Gen. Stat. §10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

E. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

F. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

G. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

H. This contract is subject to the provisions of City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by NPU in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

20. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

21. Compliance with Laws and Indemnification of NPU of Norwich: The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of Connecticut and any governmental authority relating to the delivery of the services specified in this Contract. NPU may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law the Contractor shall indemnify and hold harmless NPU, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which NPU may sustain, incur or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inactions, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after NPU becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.

22. Waivers and Severability: All conditions, covenants, duties and obligations contained in this Contract can be waived only by written agreement. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

23. Amendments: No amendment to this Contract shall be effective unless it is signed by authorized representatives of both parties and complies with all other regulations and requirements of law.

24. Entire Agreement: The parties understand and agree that this Contract and attachments (if any), which includes all Contract Documents, supersede all other verbal and written agreements and negotiations by the parties relating to the services under this Contract.

25. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated on the first page of this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in two (2) original copies on the day and year first above written.

Norwich Public Utilities:

CONTRACTOR:

Chris LaRose
Its General Manager

Its Duly Authorized Agent

Date _____

Date _____