



City of Norwich
Norwich Public Utilities

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

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

INVITATION FOR BIDS

Bid No.: 7630

Due Date and Time: August 26, 2019 at 2:00 P.M.

Title: Building Demolition: 504 East Main St.

Special Instructions:

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

Sealed Bid No.: 7630

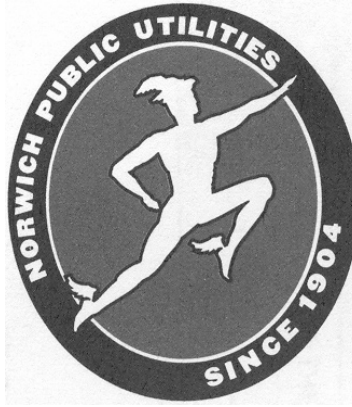
Not to be opened until August 26, 2019 at 2:00 P.M.

Return Bids to:

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

NORWICH PUBLIC UTILITIES

16 South Golden Street
Norwich, Connecticut



Project Manual & Specifications For:

Building Demolition: 504 East Main St.

Bid No. 7630

July 24, 2019

Prepared By:

CLA Engineers, Inc.

Consulting Engineers

317 Main Street

Norwich, CT 06360

Ph: 860-886-1966 F: 860-886-9165


www.claengineers.com

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ADVERTISEMENTS FOR BIDS

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey

BID NO. 7630

ADVERTISEMENT FOR BIDS

NORWICH PUBLIC UTILITIES

IS SOLICITING BIDS FOR

BUILDING DEMOLITION: 504 EAST MAIN ST.

Sealed bids for the BUILDING DEMOLITION will be received at the Office of the Purchasing Agent at City Hall, 100 Broadway, Norwich, Connecticut 06360 until **2:00 PM on August 26, 2019** prevailing time, at which time they will be publicly opened and read aloud.

The contract consists of the demolition of an existing brick, concrete, wood and steel structures and associated surface restoration work. Please note the Contractor awarded the Bid will be responsible for the preparation of an Alternative Work Practice (AWP), submitting it to the state of CT Department of Public Health for approval and ensuring that the City and Norwich Public Utilities receives copies of the approved AWP.

Bid Documents may be viewed and downloaded from the following websites:

- City of Norwich www.norwichct.org
- State of Connecticut www.das.state.ct.us

and may be **examined** at the following locations:

1. CLA Engineers, Inc., 317 Main Street, Norwich, CT 06360
2. Norwich Public Utilities, 16 South Golden Street, Norwich, CT 06360

Questions regarding this bid must be submitted in writing to William R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org or by facsimile to (860)823-3812 no later than **12:00 P.M. on August 12, 2019.**

A mandatory pre-bid meeting will be held on **August 5, 2019 at 10:00 AM** at Norwich Public Utilities, 16 South Golden Street, Norwich, CT. Late arrivals (more than fifteen (15) minutes after the scheduled start time) will not be given credit for attendance at the meeting and will not be able to submit a bid for this project.

Bid surety in the form of cash, a certified check or bid bond in the amount of five percent 5% of this bid is required. The successful bidder shall also furnish a 100% Performance Bond and a 100% Payment Bond.

Norwich Public Utilities reserves the right to reject any or all bids, in whole or in part, to award any item, group of items, or total bid, and to waive any informality in the bids received if it deems it to be in the best interest of the Norwich Public Utilities to do so.

No Bidder may withdraw their bid within 90 days after the actual date of bid opening thereof. Should there be reason why the contract cannot be awarded within the specific period, this time may be extended by mutual agreement between the City and the designated, qualified low Bidder.

All final awards of the bid subject to comply with Ordinance No. 1235 adopted December 3, 1991.

All bids must be submitted in a sealed envelope bearing the bidder's name and bid number.

Responding bidders 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, sexual orientation, 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, or in any manner prohibited by the laws of the United States or of the State of Connecticut.

PURCHASING AGENT

NOTE: BIDDERS ARE HEREBY ADVISED THAT ONLY BID SURETIES FOR THE THREE LOWEST BIDDERS WILL BE HELD. ALL OTHERS WILL BE RELEASED WITHIN SEVEN DAYS.



CITY OF NORWICH, CONNECTICUT
PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of Bid Documents

Bid No.: 7630
Title: Building Demolition-504 East Main Street

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: 07/25/2019
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 BID

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey

City of Norwich Connecticut

Department of Finance/Purchasing
100 Broadway, Room 105
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Standard Bid and Contract Terms and Conditions

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.
2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).
3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered. **Bid envelopes must clearly indicate the Bid number** as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.
4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:
<http://www.norwichct.org>
<http://das.ct.gov>
5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.
6. Incomplete Bid forms may result in the rejection of The Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.
7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.
8. Conditional Bids are subject to rejection in whole or In part. A conditional Bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for Bids.
9. Alternate Bids will not be considered, unless specifically authorized in the invitation to Bid. An alternate Bid is defined as one which is submitted in addition to the Bidders primary response to the invitation for Bids.
10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.
12. By its submission the Bidders represents that the Bid is not made in connection with any other Bidders submitting a Bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.
13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.
14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:
Corporation - must be signed by an official of the corporation above their official title and the corporate seal

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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. Include per project aggregate.

Professional Liability (Errors and Omissions): \$2,000,000 each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City property): \$1,000,000 combined single limit for each accident

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid. 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.

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

Samples

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

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 Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

19. In accordance with §7-46 of the City of Norwich Code of Ordinances, the award of any contract for the performance of any work, or the furnishing of any services and/or materials or equipment, any vendor or successful bidder shall agree that any taxes, landfill fees or special assessments due from the vendor or successful bidder to the City of Norwich, unless previously paid, may be set off against any monies that may be due from the City of Norwich to the vendor or successful bidder for the performance of work or the furnishing of services and/or materials or equipment under said contract.

20. Any person, vendor or successful bidder performing any work or furnishing any services or material or equipment to the City or any department, board or agency thereof, shall, as a condition of doing such or furnishing services or material or equipment, agree that any delinquent taxes, landfill fees or special assessments due from him, her or it to the City, unless previously paid, may be set off against any monies that may be due from the City to such person, vendor or successful bidder for the performance of such work or the furnishing of services or materials or equipment.

Contract

21. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

22. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Purchasing Department.

23. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified Bidders.

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market.

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Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents 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 Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.

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 Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by

the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

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

29. Delivery will be onto the specified City loading docks by the Contractor unless otherwise stated in the Bid 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. Any and all data collected by the contractor relative to either the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor, as it relates to Bristol purchasing activity. The City has sole and exclusive right and title to all printed material produced for the City, whether acceptable or unacceptable, and the contractor shall not copyright any printed matter produced under the contract.

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-

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Standard Bid and Contract Terms and Conditions

68f, inclusive, as amended by the June 2015 Special Session Public Act No. 15-5, as well as the provisions of Title VI of the Civil Rights Act of 1964 and all amendments thereto. The Contractor also agrees that it will hold the City harmless and indemnify the City from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

36. This contract is subject to provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of Public Act 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

INFORMATION TO BIDDERS

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey

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ARTICLE 1 RECEIPT AND OPENING OF BIDS

Sealed bids (**1 Original, 1 Copy**) for the *Building Demolition: 504 East Main St.* will be received at the office of the Purchasing Agent, City Hall, Norwich, Connecticut, at the time specified in the advertisement for bids, then opened and read aloud. The envelopes containing the bids must be sealed and designated as “*Building Demolition: 504 East Main St., Bid No. 7630.*”

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Conditional or qualified bids will not be accepted. Any bid received after the time and date specified shall not be considered. Should there be reasons why the contract cannot be awarded within the specified period the time may be extended by mutual agreement between the Owner and the bidder.

ARTICLE 2 PREPARATION OF BID

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. All bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications and Drawings together with all Addenda thereto.

ARTICLE 3 TELEGRAPHIC MODIFICATION

Any bidder may modify his bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed and postmarked prior to the closing time. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the final prices or items will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modifications.

ARTICLE 4 CORRECTIONS

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

ARTICLE 5 WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence

on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

ARTICLE 6 QUALIFICATIONS OF THE BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

ARTICLE 7 OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination at the site of the proposed work, by review of the Drawings and Specifications including Addenda, and by additional means as they may prefer, as to the actual conditions, requirements, and limits of the proposed work, and as to the accuracy of the information and statements herein contained, and the submission of any bid will be accepted by the Owner as satisfactory proof that the bidder has satisfied himself in these respects. The bidder shall not at any time after the submission of a bid dispute or complain of such statements or information, nor, assert that there was any misunderstanding in regard to the nature, or amount of work to be done. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder of his obligation to furnish all materials except those materials furnished by the Owner and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his bid, if his bid is accepted.

ARTICLE 8 CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others. The Contractor must satisfy himself by his own investigation and research as to the nature and location of the work, the general and local conditions, including but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, electric power, roads, means of access, the construction and making of connections of the work to existing facilities and utilities, or other similar conditions at the site, the character of equipment and facilities needed preliminary to and during the prosecution of the work, requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities, and all other conditions affecting the work to be done and labor and materials needed.

ARTICLE 9 INFORMATION SUPPLIED TO BIDDERS

The Owner shall provide to bidders prior to bidding, all information that is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from any officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 10 BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5 percent of the bid. Such checks or bid bonds will be returned to all but the three lowest bidders within five days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract; or if no award has been made within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

ARTICLE 11 METHOD OF AWARD-LOWEST QUALIFIED BIDDER

If, at the time this Contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the lowest base bid by a responsible bidder, availability of bidder and bidder considered best suited to the Owner's needs in the Owner's opinion. If such bid exceeds such amount, the Owner expressly reserves the right to increase or decrease any class, item, or part of the work, and this reservation includes the omission of any such item, items, class, or part of the work as may be decided by the Owner at unit prices submitted by the bidder to bring the Contract within available funds; or the Owner may reject all bids. In determining the lowest qualified bidder the total price bid for the Basic Contract will be used.

The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

ARTICLE 12 EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the Owner. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond and insurance certificates within ten (10) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. The Contractor shall furnish a performance bond and a payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, as security for faithful performance of the Contract.

The Bidder, ten (10) days after notification of award shall have three (3) copies of the Performance Bond, Payment bond, Insurance Certificates, Save harmless endorsement and Agreement ready for a contract signing with the Owner at the Owner's place of business, at which time a preconstruction conference shall be held.

ARTICLE 13 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal the surety deposited with his bid.

ARTICLE 14 NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor.

ARTICLE 15 TIME OF COMPLETION AND LIQUIDATED DAMAGES

Time Completion

The bidder must agree to commence work on or before the date specified in the written Notice to Proceed of the Owner and to fully complete the total project within **60** consecutive days thereafter.

Liquidated Damages

The bidder must agree also to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, as hereinafter provided in the Contract and General Conditions.

ARTICLE 16 POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 17 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to: William R. Hathaway City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360 or whathaway@cityofnorwich.org. In order to be given consideration, such request must be made by 12:00 P.M. **August 12, 2019**. Any and all interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications, which, if issued, will be made available to all prospective bidders, not later than seven (7) days prior to the date fixed for the opening of bids in one of the following methods:

1. Emailed to all bidders that have downloaded the Bid documents from the City's website or returned the Receipt Acknowledgment Form included in the Bid package
2. Placed on the City of Norwich and State of Connecticut websites

Addenda so issued shall become a part of the Contract Documents.

ARTICLE 18 UNCERTAINTY OF QUANTITIES

The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Contract; and the Owner does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, but does call particular attention to the uncertainty of the quantities of the work involved which cannot be predicted in advance. The work under certain items may be materially greater or less than that given in the bid, as may be necessary in the judgment of the Owner to complete the work contemplated in the Contract.

Under the Contract, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.

Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

ARTICLE 19 ITEMS NOT LISTED IN THE BID

Appurtenant items of work shown on the Drawings or specified or required to complete the work but not listed separately under the list of items in the bid shall be included in the cost of payment under the various applicable bid items of work and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.

ARTICLE 20 BALANCED BIDDING

Minus bidding on any item or items of the Specifications is prohibited. Bids should be made on each separate item of work shown in the bid (Proposal) with reasonable relation to the probable cost of doing the work included in such item and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

ARTICLE 21 PRICES

Bidders shall state the proposed price for the work by which the bids will be compared. This price is to cover all expenses incidental to the completion of the work in full conformity with the Contract, the Specifications, and the Drawings. The price or prices proposed shall be stated both in words and in figures, and any bid not so stated shall be rejected.

In the event there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the unit prices written in words and the unit prices written in figures, the unit prices written in words shall govern. No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

ARTICLE 22 NONDISCRIMINATION

The Contractor agrees and warrants that in the performance of this contract he 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, sex, mental retardation 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 in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

ARTICLE 23 EMPLOYMENT OF LABOR

The wages paid to mechanics, laborers or workmen employed upon the work herein contracted to be done shall be at a rate equal to the rate of wages prevailing for the same work in the same trade or occupation in the **NORWICH** area as determined by the labor Commissioner of the State of Connecticut. See Section 31.53 of the General Statutes of the State of Connecticut, Revision of 195S, as amended.

Public Act 79-325 passed by the 1979 Legislature covers exemptions from Section 31.53 of the General Statutes. Under the new exemptions, effective October 1985, the regulations that the prevailing wage must be paid for work performed by contractors and subcontractors in connection with work on public facilities will not apply:

To public work alterations, repair, refinishing projects with total cost of less than \$100,000.

To public works new construction with a total cost of less than \$1,000,000.

All Bidders are informed that the project is considered ALTERATION work.

All Bidders are advised to inform themselves and to comply with the requirements of Federal, State and local laws governing the employment of labor.

The Contractor shall provide certified payroll sheets to the Owner which include all employees involved with the project for each payroll period during the course of the project.

ARTICLE 24 LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the construction, reconstruction, alteration, remodeling, repair or demolition of public works and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

ARTICLE 25 PAYMENT FOR DRAWINGS AND SPECIFICATIONS

See Advertisement for Bids

ARTICLE 26 CONSTRUCTION SCHEDULE

Prior to start of work the Contractor will be required to submit a construction schedule showing the order in which he proposes to carry on the work, including dates at which he will start and finish various parts of the work conforming to major divisions of the specifications.

ARTICLE 27 SEQUENCING OF WORK

The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Engineer prior to construction, for their approval.

The contractor shall coordinate work with Norwich Public Utilities as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner. All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

ARTICLE 28 TAXES

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

ARTICLE 29 BORINGS AND SUBSURFACE DATA

No subsurface test boring information is available for this Contract.

ARTICLE 30 OCCUPATIONAL SAFETY & HEALTH REGULATORY COMPLIANCE

Safety and Health Standards: Successful bidders must demonstrate compliance with all applicable OSHA standards including without limitations the following standards:

- 29 CFR 1926.650 “Excavations-Scope, application, and definitions”
- 29 CFR 1926.651 “Excavations-Specific Excavation Requirements”
- 29 CFR 1926.652 “Excavations-Requirements for Protective Systems”
- 29 CFR 1926.Subpart P Appendix F – “Selection of Protective Systems”
- 29 CFR 1910.1200 “Hazard Communication”
- 29 CFR 1910.146 “Permit Required Confined Spaces”
- DOT “Pipeline Safety Regulations Part 192”

The successful bidder shall provide written documentation of the companies Drug & Alcohol policy in accordance with DOT 49 CFR part 199 and DOT 49 CFR part 40

The successful bidder shall provide written “competent person” training documentation.

To demonstrate compliance, bidders must provide, with the bid response, documentation supporting compliance with the above standards. This includes: Written company policy and procedure Documentation of employee training and Equipment lists.

The contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those which affect the entire site.

The Owner shall consider OSHA violations(s) over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether contractor is a responsible bidder.

If there has been an OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlement any explanation(s) of such violation(s).

The Contractor must also comply with the NORWICH PUBLIC UTILITIES SAFETY GUIDELINES included with these specifications. The contractor must submit a signed “Contractors Safety Requirements Acknowledgement Form” to Norwich Public Utilities prior to the start of construction.

ARTICLE 31 NON-RESIDENT CONTRACTORS

Connecticut General Statute §12-430(7) requires that:

When a non-resident contractor enters into a contract they must post a 5% cash or guarantee bond for the total amount with the Commissioner of Revenue Services;

or

Any person dealing with a non-resident contractor without first obtaining a certificate of compliance must deduct 5% from the amount payable to the non-resident contractor and submit it to the state.

If the requirements are not met, the general contractor will be liable for all Connecticut taxes imposed.

All questions shall be directed to the State of Connecticut Department of Revenue Services Discovery Unit at 860-541-3280 (option 7).

ARTICLE 32 PROVISIONAL ITEMS

Not applicable.

PROPOSAL FORMS

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey

REQUIRED DOCUMENTS – BIDDER’S CHECKLIST

Sealed bids shall include 1 original and 1 copy of all required bid documents

- 1. Proposal Form:
 - Acknowledgement of Addendums _____
 - OSHA Policy & Procedures Included _____
 - Acknowledgement of NPU Safety Guidelines _____
- 2. Unit Pricing _____
- 3. Bid Security (Bid Bond or Certified Check) _____
- 4. Non-Collusion Affidavit _____
- 5. Non-Discrimination in Employment _____
- 6. Statement of Bidder’s Qualifications _____
- 7. Proposed Subcontractors _____
- 8. Proposed Suppliers _____
- 9. Certificate as to Corporate Principal _____

PROPOSAL
NORWICH PUBLIC UTILITIES
BUILDING DEMOLITION
504 EAST MAIN STREET
NORWICH, CONNECTICUT

Date: _____

City of Norwich
Department of Public Utilities
City Hall
Norwich, Connecticut 06360

The undersigned _____ doing
business in _____
County of _____ State of _____, has examined
the site where the proposed construction is to take place and has carefully read the Information to
Bidders, General Conditions, Special Conditions, Technical Specifications, Addenda, and
examined the drawings therein referred to and he proposes and agrees that he will contract with
the City of Norwich, CT in the form of Contract deposited in the Office of the Purchasing Agent,
City Hall, Norwich, Connecticut to provide all necessary machinery, tools, apparatus, equipment,
and other means of construction and do all the work and furnish all the materials specified in the
contract, called for in the specifications or shown on the drawings in the manner and time
prescribed and according to the requirements of the engineer, as herein set forth and that he will
take in full payment, therefore, the following sums to wit:

This Bid includes Addenda numbered (to be filled in by Bidder if Addenda are issued).

- 1. This bid includes Occupational Safety and Health Company Policy and Procedure per Article 30 of "Information to Bidders". _____ (check on line).**

The above item must accompany bid proposal or bid proposal will be deemed nonresponsive.

- 2. The Contractors has read and familiarized themselves with the Norwich Public Utilities Safety Guidelines included in these Specifications. _____ (check on line).**

A signed copy of the Contractors Safety Requirements Acknowledgement Form will be required prior to construction.

BID PROPOSAL
DEPARTMENT OF PUBLIC UTILITIES
CITY OF NORWICH

NORWICH PUBLIC UTILITIES
BUILDING DEMOLITION
504 EAST MAIN STREET
NORWICH, CONNECTICUT

TO: City of Norwich
Department of Public Utilities
City Hall
Norwich, Connecticut 06360

FROM: _____

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Document for the ***Building Demolition*** and hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents at and for the unit prices for work in place for the following work items.

The quantity of the units shown below is given for the purpose of determining the Award. The Owner reserves the right to increase or decrease these quantities. Payment to the Contractor will be based on completed measured quantities of these work items.

All work shall be performed in accordance with the Project Technical Specifications and associated drawings, the City of Norwich Department of Public Utilities (NPU) Regulations, and all applicable Federal, State, and Local codes and Standards as amended.

BUILDING DEMOLITION

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
Building Demolition 504 East Main Street	L.S.	L.S.	_____	_____

UNIT PRICE IN WORDS: _____

TOTAL BID AMOUNT: _____

TOTAL BID AMOUNT IN WORDS: _____

If the Contractor should choose to employ manufacturers or suppliers other than those listed on the drawings and specifications, he shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the City that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

Wherever in the plans and specifications, an item of equipment or material is designated by reference to a particular brand, manufacturer or trade name, it is understood that an equal product may be substituted by the bidder or Contractor, under the conditions as stated above.

The undersigned agrees, if awarded the Contract, to execute and complete the work within the time specified in the "Information to Bidders".

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

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

Enclosed is the Bidder's Bond, Certified Check or Cashier's Check No. _____ in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted:

By _____
(Title)

(Business Address)

(Telephone Number)

(Email / Fax Number)

(SEAL - if bid is by a corporation)

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, _____
_____ of _____
_____ (hereinafter called the 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 the 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 _____ *Building Demolition: 504 East Main St.* 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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder:

2. Permanent main office address:

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. General character of work performed by your company:

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

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

9. List projects similar to this that your organization completed within the last 5 years? The contractor shall attach a summary of such work that identifies:
 - Name of Owner
 - Date of Work
 - Contract Amount
 - Brief Description of Work

10. Experience in construction work similar in importance to this project.

12. Background and experience of the principal members of your organization including the officers.

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

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

Dated at _____ this _____ day of _____, 20 ____.

(Name of Bidder)

By _____

Title _____

State of _____)

) ss.

County of _____)

_____ being duly sworn deposes and says that he is _____
_____ of _____
(name of organization)

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

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

Notary Public

My Commission expires _____ 20 ____.

PROPOSED SUBCONTRACTORS

THE BIDDER SHALL STATE THE NAMES OF ALL THE SUBCONTRACTORS THAT HE PROPOSES TO USE. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Insert description of work and subcontractors' names as may be required.

This is to certify that all names of the above-mentioned subcontractors are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed subcontractors have any conflict of interest as respects this contract.

Bidder _____

(Fill in Name)

By _____

(Signature and Title)

PROPOSED SUPPLIERS

THE BIDDER SHALL STATE THE NAMES OF PROPOSED MATERIAL SUPPLIERS FOR THE PROJECT. ATTACH ADDITIONAL SHEETS IF NEEDED.

If none, write "None" _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Insert description of work and suppliers names as may be required.

This is to certify that all names of the above-mentioned suppliers are submitted with full knowledge and consent of the respective parties.

The Bidder warrants that none of the proposed suppliers have any conflict of interest as respects this contract.

Bidder _____

(Fill in Name)

By _____

(Signature and Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL


I, _____, certify that I am the Secretary of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was his duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

(Corporate Seal)

Title: _____

AGREEMENT AND BOND FORMS

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey



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 **\$250.00** 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 _____

CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the City of Norwich, do hereby certify as follows:

I have examined the above contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: _____

PERFORMANCE 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____, a copy of which is hereto attached and made a part hereof for the construction of:

BUILDING DEMOLITION: 504 East Main St.

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 the ____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

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

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__, a copy of which is hereto attached and made a part hereof for the construction of:

BUILDING DEMOLITION: 504 East Main St.

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 the ____ day of _____, 20__.

ATTEST:

(Principal) Secretary
(SEAL)

Witness as to Principal

(Address-Zip Code)

Principal
By _____ (s)

(Address-Zip Code)

Surety

ATTEST:

(Surety) Secretary
(SEAL)

Witness as to Surety

(Address-Zip Code)

By _____
Attorney-in-Fact

(Address-Zip Code)

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

GENERAL CONDITIONS

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ARTICLE 1 CONTRACT AND CONTRACT DOCUMENTS

The drawings, plans, specifications, and addenda enumerated in Article 1 of the General Conditions, Special Conditions, the Advertisement for Bid, the Information for Bidders, and the Bid Proposal as accepted by the OWNER, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the term Contract Documents is used it shall mean and include the drawings, specifications and addenda. The OWNER shall interpret his own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

ARTICLE 2 DEFINITIONS

The following terms as used in this contract are defined as follows:

- A. Owner - The Owner of the project is the City of Norwich.
- B. Contractor - The term "Contractor" as hereinafter used shall refer to the General Contractor for this job.
- C. Owner's Representative - The term "Owner's Representative" as hereinafter used shall refer to any engineer or inspector whom the Owner may designate to inspect, test or oversee the work herein specified.
- D. Contract - Wherever the term "contract" is used in the General Conditions, it shall mean the actual bid form, specifications, Plans, General Conditions, Special Conditions and formal purchase order issued to successful bidder.

The rights and obligations of the CONTRACTOR under this contract shall include, but not be limited to the following:

ARTICLE 3 REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

- a. That he is financially solvent and that he is experienced and competent to perform the type of work required under this contract and that he is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.
- b. That he is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way effect the project work, or the employment of

- persons thereon, including but not limited to any special acts relating to the work or to the project of which it is a part.
- c. That such temporary and permanent work required by the contract documents to be done by him will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.
 - d. That he has carefully examined the drawings, specifications, and addenda, if any, and the site of the work and that from his own investigations, he has satisfied himself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may effect the work.
 - e. That he is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he will conduct the work in a careful and safe manner without-injury to persons or property.

ARTICLE 4 CONTRACT SECURITY

The Contractor shall furnish a Performance Bond and Payment Bond in amounts equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of the Contract, and for the payment of all persons performing labor on the project under this contract and furnishing materials, equipment and all other incidentals in connection with this contract. The Surety on such a bond shall be a duly authorized surety company satisfactory to the Owner and the cost of the same shall be paid by the Contractor. prior to the starting of any work, the bonds must be approved by the Owner and be in the Owner's hands. The bonds must be from a surety company licensed and approved to do business in the State of Connecticut.

ARTICLE 5 CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner unless otherwise stipulated. He shall furnish all supplies, materials, except those supplies and materials furnished by the Owner, facilities, equipment, tools and anything else necessary or proper to perform and complete the work required by this contract. He shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods and for any damage which may result from their failure or their improper construction maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his agents, employees, or subcontractors.

The Contractor shall bear all losses resulting to him, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicted, or on account of the weather, elements, or other causes.

ARTICLE 6 SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a suitably experienced construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the contract, unless he ceases to be on the Contractor's payroll.

ARTICLE 7 CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within five (5) days after the date of "Notice to Proceed" the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

ARTICLE 8 USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his own expense:

- a. To take every precaution against injuries to persons or damage to property.
- b. To store his apparatus, materials, equipment, and supplies in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or any others.
- c. To place upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.
- d. To clean frequently all refuse, scrap, and debris caused by his operations, and to dispose of same away from the site, so that the work site is maintained in a neat, workmanlike appearance.
- e. To effect all cutting, fitting, or patching of his work required to make the same conform to the drawings and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.
- f. Before final payment, to remove all surplus materials falsework, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his operations and to dispose of same away from the site, so that the site is left in a neat, orderly, and workmanlike condition.

ARTICLE 9 GENERAL WARRANTY

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

ARTICLE 10 PROTECTION OF WORK AND PROPERTY - EMERGENCY

- a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own

- work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury at no additional expense to the Owner.
- b. In case of an emergency which threatens loss or injury of property, and/or safety of life the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. He shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.
 - c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, he shall act as instructed or authorized by the Owner.
 - d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the contract documents.

ARTICLE 11 WEATHER CONDITIONS

In the event of temporary suspension of the work or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or materials are damaged or injured by reason of failure to protect them on the part of the Contractor, or any of his subcontractors, or otherwise damaged or injured by the Contractor's negligence, or are found to be defective, such materials or work shall be removed and replaced at the expense of the Contractor.

ARTICLE 12 THE OWNER'S AUTHORITY

The Owner shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected by such questions. The Owner shall decide 'the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor and other contractors performing work for the Owner, shall be adjusted and determined by the Owner.

ARTICLE 13 ALL WORK SUBJECT TO CONTROL BY THE OWNER

- a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner, and shall perform all work to the satisfaction of the Owner, and at such times and places, by such methods, and in such manner and sequence as he may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the drawings, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request the Owner will confirm in writing any oral order, direction, requirement, or determination.
- b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work is being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue instructions contrary to the drawings and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineers in any way, nor releasing the Contractor from the fulfillment of the terms of the contract.

ARTICLE 14 THE OWNER'S CONTROL NOT LIMITED

The enumeration in this contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be so governed and performed.

ARTICLE 15 RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the contract, such notice to contain the reasons for such intention to

terminate the contract. If within ten days (10) such violation or delay shall not cease and satisfactory arrangement of correction made, the contract shall, at the expiration of the ten days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the contract, provided, however, that if the Surety does not commence performing thereof within ten days (10) from the date of mailing to such Surety of Notice of termination, the Owner may take over the work and prosecute the same to completion by contract or force account at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

ARTICLE 16 INTERPRETATION OF THE DRAWINGS AND SPECIFICATIONS

Except for the Contractor's executed set, all drawings and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, three (3) sets of the drawings and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such drawings and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the contract.

The Contractor shall keep one (1) copy of the drawings and specifications at the work site at all times and shall give the Owner and their representatives access thereto. Anything on the drawings and not mentioned in the specifications, or anything in the specifications that is not shown on the drawings shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the drawings and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the drawings shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final. In case of differences between small and large scale drawings, the larger scale drawings shall take precedence.

ARTICLE 17 INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

ARTICLE 18 REPORTS, RECORDS AND DATA

The Contractor and each of his subcontractors, shall submit to the Owner such schedules of quantities, and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning the work Performed or to be performed under this contract.

ARTICLE 19 RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this contract shall be furnished by the Owner to the extent shown on the drawings; the Owner will use due diligence in acquiring said lands and rights-of-way as speedily as possible.

If however, lands or rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his work upon such land or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason of its inability to procure the lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the contract except by consent of the Owner. Time for completion of work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 20 SUBCONTRACTORS

The Contractors may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 21 ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this contract.

ARTICLE 22 MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

ARTICLE 23 SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of the project, or contiguous projects of the Owner. The Contractor, therefore, will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, will properly connect and coordinate his work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the work. Failure by the Contractor to keep informed on the progress of the work, or failure to give notice of the lack of progress or defective workmanship by others, shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with and performance of his own work.

ARTICLE 24 SAFETY AND HEALTH REGULATIONS

These contract documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

1. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;
2. Part 1910 of the Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
3. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974.

In the event of any inconsistencies between the above laws and regulations and the provisions of these contract documents, the laws and regulations shall prevail.

ARTICLE 25 SHOP OR SETTING DRAWINGS

- a. The Contractor shall submit promptly to the Owner or Owner's Representative six (6) copies of each shop or setting drawing prepared in accordance with a schedule predetermined by the Contractor. After examination of such drawings by the Owner or Owner's Representative, and the return thereof, if resubmission is required the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Owner or Owner's Representative with six (6) corrected copies. Regardless of corrections made in or approval given to such drawings by the Owner or Owner's Representative, the Contractor will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the drawings and specifications, unless he notifies the Owner or Owner's Representative in writing of any deviations at the time he furnishes the drawings.
- b. Shop drawings of all fabricated work shall be submitted to the Owner or Owner's Representative for approval and no work shall be fabricated by the Contractor save at his own risk until approval has been given by the Owner or Owner's Representative.
- c. The Contractor shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the Owner or Owner's Representative ample time for reviewing the same, including time for correcting, resubmission and reviewing if necessary, and no claim for delay will be granted the Contractor by reason of his failure in this respect.
- d. All shop drawings submitted must bear the stamp of the Contractor as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmissions. If the shop drawings show deviations from the requirements of the contract documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal to the Owner or Owner's Representative, in order that if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the contract documents even though the shop drawings have been approved.
- e. Where shop drawings are submitted by the Contractor that indicate a departure from the contract which the Owner or Owner's Representative deems to be a minor adjustment in his interest and not involving a change in the contract price or extension of time, the Owner or Owner's Representative may approve the drawings but the approval will contain in substance, the following:

"The modification shown on the attached drawings is approved in the interest of the Owner to effect an improvement for the project and is ordered with the understanding

that it does not involve any change in the contract price or an extension of time; that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any rights of the Owner under the contract and bond or bonds."

- f. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the contract, nor shall it relieve him of the responsibility for any error which may exist.
- g. The Contractor agrees to hold the Owner and Owner's Representative harmless and defend them against damages or claims for damages arising out of injury to others or property of third persons which result from errors on shop, working, or setting drawings whether or not they have been approved by the Engineer and/or the-Owner.

ARTICLE 26 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare jointly a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

ARTICLE 27 MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the contract documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time.

It is necessary for some work to be performed after regular hours, on Saturdays, Sundays, or legal holidays as designated by the Owner. Any work necessary to be performed after regular hours, on Saturdays, Sundays, or legal holidays shall be performed by the Contractor without additional expense to the Owner.

ARTICLE 28 CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The

Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens, or charges, or encumbrances and further agrees that neither he nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have the right to a lien upon the premises or any improvement or appurtenance thereon.

ARTICLE 29 INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Testing will be done in accordance with accepted standards and as directed by the Owner; the laboratory or inspection agency shall be selected by the Owner. Except as specified elsewhere in these specifications, the Owner will pay for laboratory inspection.

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient; he shall also furnish any mill, factory, or other such tests based on the Standards and Tentative Standards of the American Society for Testing Materials as required by the Owner.

ARTICLE 30 BRAND OR EQUAL CLAUSE

Recipients must incorporate in their specifications a clear and accurate description of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description shall include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided if at all possible when it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description approved by the Owner may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.

ARTICLE 31 PATENTS

- a. The Contractor shall hold and save the Owner harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented

- invention, process, article, or appliance manufactured or used in the contract, including its use by the Owner.
- b. License and/or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his authorized agent, directly by the Contractor.
 - c. If the Contractor uses any design, device, or material covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patent or copyrighted design, device, or material.
 - d. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties, license fees or costs arising out of the use of such process, design, device or materials in any way involved in the work. The Contractor and/or his Surety shall indemnify and save the Engineer, the Owner, or Owner's Representative harmless from all claims for infringement by reason of use of such patented material, device or design, in connection with the work under this contract, and shall indemnify the Engineer, the Owner, or Owner's Representative for any cost, expense or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the work.

ARTICLE 32 CONTRACTOR'S BOND AND INSURANCE

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

The successful bidder must, within 10 days from the date of acceptance of his proposal, furnish and file with the Owner, a corporate performance bond and payment bond or equivalent security, guaranteeing, completion of the job in accordance with the proposal. This bond or equivalent security shall be for 100% of the amount of the contract. The cost of a bond is to be figured as part of the cost of the job. The Surety Company must be one licensed to do business in the State of Connecticut and must be satisfactory to the Owner.

The successful bidder must, within 10 days from the date of acceptance of his proposal, file with the Owner, Certificates of Insurance satisfactory to the Owner and in compliance with the law.

Insurance coverage's and limits shall be in accordance with the requirements set forth in Item 15 of the City of Norwich Standard Bid and Contract Terms and Conditions and as listed herein.

Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations, including X, C and U coverages as applicable.
2. Independent Contractor' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

Property Damage Liability Insurance shall include coverage for the following hazards:

 X X (Explosion), X C (Collapse), X U (Underground)

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

The Contractor shall purchase and maintain a separate Owner's Protective Liability policy, issued to Owner at the expense of Contractor, including Owner and Engineer as named insured. This insurance shall provide coverage for not less than the following amounts:

- | | | |
|-----|--|---|
| (1) | Bodily Injury | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |
| (2) | Property Damage including
Explosion Collapse and Under-
ground coverage. | \$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate |

The Contractor shall purchase and maintain, until final payment, property insurance upon the Work at the site in an amount equal to the total bid price for the completed construction. This insurance shall include the interests of Owner, Contractor, Subcontractors, Engineer and Engineer's consultants in the Work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage including theft, vandalism, and malicious mischief, collapse and water damage, and shall include damages, losses and expenses rising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). This insurance shall be provided on the completed value form. If not covered under the "all risk" insurance or otherwise provided in these General Conditions, Contractor shall purchase and maintain similar property insurance on portion of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

The City of Norwich (Owner) and CLA Engineers, Inc. (Engineer) shall be named as additional insured on the above coverage's.

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

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

The insurance company must be licensed to do business in the State of Connecticut and must have a minimum A.M. Best Rating of A-/VIII.

A waiver of subrogation in favor of the City of Norwich, Norwich Public Utilities shall be contained in the Worker's Compensation and all liability policies and must be provided through a separate endorsement.

ARTICLE 33 REPRESENTATIONS OF CONTRACTOR

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

ARTICLE 34 INDEMNITY OF OWNER BY CONTRACTOR

The Contractor shall indemnify and save harmless the Owner against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Owner, and shall defend, indemnify and save harmless the Owner from any and all claims, demands, suits, actions or proceedings of any kind or nature including workmen's

compensation claims, of or by anyone whomsoever, in any way resulting from or arising out of the operations in connection herewith, including operations of subcontractors and acts or omissions of employees or agents of Contractor or his subcontractors. Insurance coverage specified herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of the contract. The Contractor shall procure and maintain, at his own cost and expense, any additional kinds and amounts of insurance which, in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, the Owner against all liability, judgments, costs and expenses which may in any wise come against the Owner or which may in any wise result from carelessness, omission or neglect of the Contractor or his agents, employees or workmen in any way arising or resulting from the operation in connection herewith, including all liability to the Owner resulting from the failure to erect or maintain sufficient railing or fence as required by Section 13a-111, Connecticut General Statutes, and against all liability from defects claimed to be in violation of Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

ARTICLE 35 TERMINATION FOR CONVENIENCE

The Owner hereby reserves the right to terminate the performance of this contract for any reason the Owner deems appropriate. The Owner will pay all actual costs to date of termination, however, the Contractor shall not be entitled to any profit on furnished or unearned work.

ARTICLE 36 COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foreman, craftsmen and other workmen competent in the work in which they are to be engaged. All work shall be accomplished by able, skilled and competent personnel. If any person employed on the work by the Contractor shall appear to be incompetent or unreliable in any way, he shall be discharged immediately upon the request of the Owner and shall not -again be employed on the work.

ARTICLE 37 SPIRITUOUS LIQUORS AND DRUGS

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

ARTICLE 38 PROHIBITING EMPLOYEE DISCRIMINATION BY CONTRACTOR

The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability, including, but not limited to,

blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the commission on human rights and opportunities with such information requested by the commission concerning the employment practices and procedures of the Contractor as relate to the provisions of this section.

ARTICLE 39 CLAIMS FOR EXTRA WORK

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

ARTICLE 40 WORK CHANGES

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered. Upon request the Contractor shall supply the Owner with a detailed proposal for the changes showing quantities of, and unit prices for his work and that of any subcontractor involved. No such change order shall be considered, however, unless approved by the Owner and their duly authorized representatives prior to its issuance. Upon receipt of the written order the Contractor shall proceed with the work as and when directed. The amount of compensation to be paid to the Contract for extra or additional work so ordered shall be determined as follows:

- (1) By such applicable Unit Price, if any, as set forth in the Agreement, or
- (2) If no such Unit Prices are so set forth, or if the total net change increases or decreases the total Contract price more than 25 percent (25%) then by a Lump Sum mutually agreed upon by the Owner and the Contractor, and establish as follows:

For work to be performed under a Lump Sum agreement the Contractor may apply a 15% allowance for overhead and profit against the net cost of work actually to be performed by him

except that in the event the change in work to be performed by him results in a net omission then no percentage for overhead and profit shall be allowed.

The Contractor is permitted a 5% allowance to be applied against the net cost to a subcontractor for work actually performed by the subcontractor, but on any change involving more than one subcontractor, their net costs and/or net omission shall be combined as one before consideration is given to the application of the 5% for the Contractor's overhead and profit, and, in the event the Contractor shows a net omission for the changes as it affects the work actually to be performed by him, he is permitted only the 5% applied to the amount (if any) by which the net cost to the subcontractor exceeds the net omission by the Contractor.

For work to be performed by a subcontractor the cost to the Owner may include the net cost to the subcontractor plus an allowance of an amount not to exceed 15% of the net cost for the subcontractor's overhead and profit, except that in the event that the change in work results in a net omission for the subcontractor there shall be no application of the 15% overhead and profit.

Net cost to the Contractor and/or subcontractor shall be that defined in sub-section (3) of this article, but in every case taxes imposed by law upon labor employed at the site shall be excluded; and all credits (which in the case of the Contractor shall include net omissions by the subcontractor) shall be deducted before the percentage can be applied.

For the purposes of applying the provisions of the article, the Owner will not recognize other than a direct subcontractor of the Contractor nor permit the aggregate allowance to exceed 20% as applied above, to the net cost of work performed by any subcontractor.

- (3) If no such unit prices are set forth and if the parties cannot agree upon a lump sum, then the Owner may at his option either: 1) order the work to be done and compensated for in the following manner: by the actual net cost in money to the Contractor of the materials, the wages of applied labor, insurance, taxes imposed by law on labor employed on the work, plus such rental for equipment (other than tools) required and approved for such additional work. After excluding taxes imposed by law upon labor employed on the work, the Contractor shall receive 15% of the actual net cost outlined above as compensation for all other items of profit and costs or expenses including administration, overhead, superintendent, materials used in temporary structures, allowances (including provision for overhead and profit) made by the Contractor to subcontractors, additional premiums upon performance bond of the Contractor and the use of small tools; or (2) the Owner may order that item or portion of work omitted without invalidating any of the terms thereof, and there shall be deducted from the contract price the value as estimated by the Engineer of the labor and material omitted from the contract, if any be omitted.

ARTICLE 41 OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after five (5) days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment, then or thereafter due the Contractor.

ARTICLE 42 PAYMENTS

Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner's Representative in triplicate for checking and certifications.

No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of work, whether such hindrance or delays be avoidable or unavoidable.

ARTICLE 43 PAYMENT TO SUB-CONTRACTOR

The Owner assumes no obligation to pay to or to see to the payment of any sum to any sub-contractor.

ARTICLE 44 WORK IN INCLEMENT WEATHER

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

ARTICLE 45 ARCHEOLOGICAL FINDS

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

David Pourier
Connecticut Historic Preservation Commission
59 South Prospect Street
Hartford, Connecticut 06106 (Tel. 566-3116)

and the resident engineer or inspector for the project.

ARTICLE 46 POWER AND WATER

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

ARTICLE 47 TOILET ACCOMMODATIONS

The Contractor shall provide necessary sanitary toilet accommodations for the workmen.

ARTICLE 48 LIENS

The final payment for the work will not be made until the Owner is satisfied that no liens have, or can be placed for material or labor on this work. If required by the Owner, waivers of liens may be required. If the Contractor, or any subcontractor refuses to furnish a release or waiver of liens, they may furnish a bond satisfactory to the Owner to indemnify the Owner against any liens.

ARTICLE 49 PROGRESS PAYMENTS

The CONTRACTOR may submit periodically, but not more than once each month, a Request for Payment for work done. The CONTRACTOR shall furnish the OWNER all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work.

Within fifteen (15) days of submission of any Request for Payment by the CONTRACTOR, the OWNER shall:

- a. Approve the Request for Payment as submitted, or
- b. Approve such other amount as he shall decide is due the CONTRACTOR, informing and CONTRACTOR in writing of his reasons for approving the amended amount, or
- c. Withhold the Request for Payment, informing the CONTRACTOR in writing of his reasons for withholding it.

Within thirty (30) days from the date of approval of the Request for Payment the OWNER will:

- a. Pay the Request for Payment as approved less a five percent (5%) retainage, until substantial completion of the project, at which time the retainage will be reduced to two percent (2%) until final completion.
- b. Withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered provided he informs the CONTRACTOR in writing of his reasons for withholding payment in whole or in part:
 1. Defective work.
 2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 3. Failure of the CONTRACTOR to make payments to Subcontractors, material suppliers or labor.
 4. Damage to another Contractor.

ARTICLE 50 GENERAL GUARANTEE

The Contractor shall guarantee his work for a period of one (1) year after the date of the Owner's final inspection and acceptance as evidenced by final payment. he shall during that period repair promptly, at his own cost and expense all breaks, failures or defects which develop in his work as a result of faulty material or workmanship. The performance bond shall remain in effect through the guarantee period.

ARTICLE 51 FINAL INSPECTION AND ACCEPTANCE

Upon receipt of written notice from the Contractor that his work is complete, the Owner will make a final inspection and will notify the Contractor of all instances in which the work fails to comply with the specifications as well as any defects which he may discover. The Contractor shall thereupon immediately rebuild, alter and restore the work so that it will comply with the specifications and he shall remedy any defects at his own cost and expense and to the satisfaction of the Owner. Upon the completion of such alterations or repairs the Owner will issue his certificate of final acceptance of work. The issuance of such certificate of final acceptance by the Owner shall not prevent the Owner from recovering damages at any subsequent time for work found to be actually defective.

ARTICLE 52 FINAL PAYMENT

The acceptance by the Contractor of payment for the final invoice, made after the Owner's certification of final acceptance as provided for in these General Conditions, shall release the

Owner and every agent of the Owner from all further claims or liabilities to the Contractor of whatever nature, except for the remaining sum or sums of money withheld under the provisions of the contract.

ARTICLE 53 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Owner and the making of the final payment by the Owner to the Contractor shall NOT relieve and Contractor of the responsibility for faulty materials or workmanship. The Owner shall promptly give notice to faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work. The Owner shall decide all questions arising under this paragraph.

ARTICLE 54 USE OF "HE", "HIS" OR "HIM"

Whenever in these specifications the masculine words, "he", "his", or "him" are used pertaining to the Contractor, Owner, Engineer or any other entity or person it shall be for brevity, and in no way is any sexual discrimination intended.

SPECIAL CONDITIONS

INDEX TO SPECIAL CONDITIONS

ARTICLE	TITLE
1.	GENERAL
2.	CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES
3.	PROTECTION OF TREES
4.	SEQUENCE OF WORK
5.	STREETS AND SIDEWALKS TO BE KEPT OPEN
6.	LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY
7.	NIGHT WORK
8.	BUS LINE INTERFERENCE
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10.	DISPOSAL OF MATERIALS
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19.	DUST CONTROL
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22.	FIRE AND POLICE NOTIFICATION
23.	TEMPORARY POWER
24.	FAILURE TO REPAIR
25.	TRAFFIC CONTROL
26.	CONTRACTOR TO LAY OUT HIS OWN WORK
27.	COOPERATION WITH UTILITIES
28.	WORK IN STATE HIGHWAY
29.	BLASTING
30.	EMERGENCY TELEPHONE NUMBERS

ARTICLE 1 GENERAL

- (a) The Owner and the Contractor agree that the following special conditions shall apply to the work to be performed under this Contract and that such provisions shall supersede any conflicting provisions of this Contract.
- (b) The rights and remedies of the Owner provided for in these clauses are in addition to any other rights and remedies provided by law and under this Contract.

ARTICLE 2 CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same. The Contractor shall not take advantage of any error or omissions in these specifications, drawings, or schedules. The Owner will furnish all instructions should such error or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 3 PROTECTION OF TREES

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

ARTICLE 4 SEQUENCE OF THE WORK

The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Owner and Engineer prior to construction, for their approval. The Contractors scheduling shall state the methods and shall forecast the times of doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner advance notice and ample time for making necessary preparation.

The contractor shall coordinate work with Norwich Public Utilities as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner.

All costs associated with sequencing of work and coordination shall be included in the bid prices for other items.

ARTICLE 5 STREETS AND SIDEWALKS TO BE KEPT OPEN

The Contractor shall at all times keep the streets and highways in which he may be working open for pedestrian and vehicular traffic. If in the opinion of the Owner, the interest of abutters and the

public requires it, the Contractor shall bridge or construct planking across trenches at street crossings and roads or private ways. The Contractor shall conduct his work in such a manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it.

The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus with provisions for the apparatus so it can travel along the line of the pipe installations.

ARTICLE 6 LIGHTS, BARRIERS, WATCHMEN, AND INDEMNITY

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and the Engineer in every respect from injury or damage whatsoever caused by any act of neglect by the contractor or his subcontractors, or their servants or agents, including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13A-111 Connecticut General Statutes from claims or defect in violation of 12A-14q Connecticut General Statutes.

The fact that the Department of Public Works may retain control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the Contractor's obligations hereunder.

In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post sign and employ watchmen or flagmen for the direction of traffic at the site and for excluding at all times unauthorized persons from the work site.

The Contractor shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the work.

ARTICLE 7 NIGHTWORK

Nightwork, or work on Saturdays, Sundays, or legal holidays requiring the presence of an engineer or inspector, will not be permitted except as designated by the Owner in case of an emergency. Should it be necessary for the Owner to operate an organization for continuous nightwork or for emergency nightwork, the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the Owner.

ARTICLE 8 BUS LINE INTERFERENCE

Whenever it may be necessary to interfere with any bus lines, notice shall be given to the corporation owning the same, and reasonable time will be given to said corporation to arrange the schedule for operation of the bus line, as it may be necessary.

ARTICLE 9 DIFFERING SITE CONDITIONS

- (a) The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: (1) sub-surface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The Owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
- (b) No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Owner.
- (c) No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 10 DISPOSAL OF MATERIALS

The materials used in the construction of the work, shall be disposed away from the site in such manner so that will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 11 LENGTH OF TRENCH TO BE OPENED

The length of trench opened at any time from the point where ground is being broken to complete backfill and also the amount of space in the streets or public and private lands occupied by equipment or supplies shall not exceed the length or space considered reasonably necessary and expedient by the Owner. In determining the length of the open trench or spaces for equipment, material, and supplies and other necessities, the Owner will consider the nature of the lands or streets where work is being done, types and methods of construction and equipment

being used, inconvenience to the public or to private parties, possible dangers and other matters. All work must be constructed with a minimum of inconvenience and danger to all parties concerned.

Whenever the trench obstructs pedestrians and vehicular traffic, or any public or private property, the Contractor shall take such means as is necessary to maintain such traffic and access. Until such time as the work may have attained sufficient strength to support backfill, or if for any reason it is not expedient to backfill the trench immediately, the Contractor shall construct and maintain suitable plank crossings and bridge crossings to carry essential traffic in or to the street or property in question, as specified or directed.

Suitable lights, signs, and such required items to direct traffic shall be furnished and maintained by the Contractor.

The Contractor shall keep streets free from obstructions, debris, and all other materials. The Owner may, at any time, order the removal of any such material from the work area - and should the Contractor fail to do so within 24 hours after such notice of removal of the same, the Owner may cause the material, debris, or other matter to be removed by some other such persons as he may employ, at the Contractor's expense. The cost thereof may be deducted from any payments due the Contractor under this contract. In special cases where public safety demands, the Owner may remove such materials without prior notice.

ARTICLE 12 INTERFERENCE WITH EXISTING STRUCTURES

Whenever it may be necessary to cross or interfere with existing culverts, drains, sewers, water pipes, fixtures, guardrails, fences, gas pipes, or other structures needing special care, due notice shall be given to the Owner, and the work shall be done according to his directions. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired. If so directed by the Owner, the location of any existing structure shall be changed to meet the requirements of the new work.

The Contractor shall be responsible for all broken mains or utilities encountered during the progress of the work and shall repair and be responsible for correcting all damages to the Owner. The Contractor shall contact the proper utility or authority to correct or make any changes due to utilities or other obstructions during the Project but the entire responsibility and expense shall be with the Contractor.

All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property Owner and/or the Owner, and at no additional expense to the Owner.

ARTICLE 13 FINISHING AND CLEANING UP

In completing his operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the rights-of-way and private lands upon which work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use.

ARTICLE 14 CLEAN UP AT THE CONTRACTOR'S EXPENSE

In case the Contractor fails or neglects to promptly remove all surplus materials, tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required repaving when ordered, the Owner may, after 24 hours notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

ARTICLE 15 RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area. The Owner or any other contractors employed by him, the various utility companies, contractors or subcontractors employed by State or Federal agencies, or any other agencies involved in the general- project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the Contractor shall arrange his work in such a manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

ARTICLE 16 EXISTING UTILITIES OR CONNECTIONS

The location of existing underground pipes, conduits, and structures as shown has been collected from the best available sources and the Owner together with his agents, does not imply or guarantee the data and information in connection with underground pipes, conduits, structures, and such other parts, as to their completeness, nor their locations as indicated. The contractor shall assume that there are existing water, gas, and other utility connections to each and every building enroute, whether they appear on the drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than those shown on the drawings, or which are made known to the Contractor prior to construction

operations. The Contractor shall be responsible and liable for all damages to existing utilities and structures.

ARTICLE 17 PLANK CROSSINGS

As required or directed by the Owner, the Contractor shall install in selected locations suitable plank crossings, substantially built and reinforced to sustain vehicular traffic across excavations. No separate payment will be made for this work, the cost of which shall be included in the prices stipulated for the appropriate items in the work as listed in the bid.

ARTICLE 18 CLEANING FINISHED WORK

After the work is completed, the pipes, manholes, and structures shall be carefully cleaned free of debris and dirt, broken masonry, and mortar, and left in first class condition, ready to use. All temporary or excess materials shall be disposed of off-site and the work left broom clean, to the satisfaction of the Owner.

ARTICLE 19 DUST CONTROL

The Contractor shall exercise every precaution and means to prevent and control dust arising out of all construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Pavements adjoining the pipe trench shall be kept broomed off and washed clean of excess materials wherever and whenever directed. Repeated daily dust control treatment shall be provided to satisfactorily prevent the spread of dust until permanent pavement repairs are made and until earth stockpiles have been removed, and all construction operations that might cause dust have been completed. No extra payment will be made for dust control measures, compensation shall be considered to be included in the prices stipulated for the appropriate items as listed in the bid.

ARTICLE 20 FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, shall be provided for the protection of the contract work, temporary work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

ARTICLE 21 WORK BY OTHERS

The Owner reserves the right to do any other work which may be connected with, or become a part of, or be adjacent to the work embraced by this contract, at any time, by contract or otherwise. The Contractor shall not interfere with the work of such others as the Owner may employ, and shall execute his own work in such a manner as to aid in the execution of the work of others as may be required. No backfilling of trenches or excavations will be permitted until such work by the Owner is completed.

ARTICLE 22 FIRE AND POLICE NOTIFICATION

If it becomes necessary at any time to temporarily barricade a street or cause detours to be put up, or rerouting of traffic, the Fire and Police Departments, SEAT, Board of Education, and Ambulance service shall be notified by the Contractor, and their consent obtained before any such action is initiated.

ARTICLE 23 TEMPORARY POWER

The Contractor shall make all the necessary arrangements with the power company for providing temporary electric power for his use. All unauthorized sources of power, such as from neighboring homes, shall be prohibited.

ARTICLE 24 FAILURE TO REPAIR

Any emergency arising from the interruption of electric, gas, water, telephone, sewer and cable service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner may, at his own option, make the necessary repairs using his own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

ARTICLE 25 TRAFFIC CONTROL

- A. The Contractor shall provide certified flagmen and at least one uniformed Police Officer for traffic control for work within the State roadway or where directed by the Owner.
- B. The Contractor shall schedule and perform his work so as to cause minimum interference to traffic and to safeguard all highways and traffic therein, and to cause absolutely no interference to fire and emergency vehicles. Construction equipment and materials shall be located as to not endanger the work or obstruct traffic.

- C. Every reasonable means shall be made to reduce, to a minimum, interference with and inconvenience to business concerns on account of the construction work.
- D. The Contractor shall provide and maintain all signs, barricades, and traffic control equipment that may be required for the satisfactory performance of providing traffic control.

ARTICLE 26 CONTRACTOR TO LAY OUT HIS OWN WORK

The Owner will establish such general reference points as in his judgment will enable the Contractor to proceed with the work. The Contractor, at his own expense, shall provide all materials and equipment and such qualified helpers as the Owner may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the Contract work from the above and shall be responsible for the accuracy of all lines, grades, and measurements. He will be required to employ at no extra expense to the Owner, a Connecticut registered land surveyor or registered professional engineer who shall perform all layout work for the construction of the Contract work, including all lines, grades, and measurements.

ARTICLE 27 - COOPERATION WITH UTILITIES

The Contractor shall coordinate his operations with the Owners of all underground or overhead utility lines within the project area.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

ARTICLE 28 - WORK IN STATE HIGHWAY

There is no proposed work within a State of CT highway.

ARTICLE 29 - BLASTING

There shall be no blasting permitted for this project.

ARTICLE 30 - EMERGENCY TELEPHONE NUMBER

The CONTRACTOR is required to provide the OWNER with a telephone number which can be used during emergencies, 24 hours per day, seven days per week, to reach the CONTRACTOR.

**NORWICH PUBLIC UTILITIES SAFETY GUIDELINES &
CITY OF NORWICH SEXUAL HARASSMENT POLICY**

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.

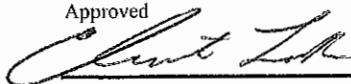
Prior to Operation:

- 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



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5/19/10

Revised

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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.

HARASSMENT POLICY

The City of Norwich is committed to maintaining a workplace free of harassment and intimidation. The City does not tolerate harassment of any employee by another employee or by a member of management, non-employee or volunteer on any basis including, but not limited to race, color, creed, religion, age, marital status, familial status, national origin, ancestry, sex, veterans status, mental retardation, mental disability, physical disability including but not limited to blindness or deafness, learning disability, lawful source of income, sexual orientation or on the basis of any other characteristic protected by the state or federal law.

Any employee who feels that she/he is a victim of harassment should immediately report the matter to their immediate supervisor or to the Director of Human Resources. All complaints will be immediately investigated. The right to confidentiality of the complainant and the accused will be respected consistent with the City's legal obligations, and with the necessity to investigate allegations of misconduct. No adverse action will be taken against any employee who reports or participates in the investigation of a complaint alleging a violation of this policy. Violations of this policy will not be permitted and may result in disciplinary action, up to and including termination.

SEXUAL HARASSMENT POLICY

The City of Norwich is committed to providing a work environment where women and men can work together comfortably and productively, free from sexual harassment. Such behavior is illegal under both state and federal laws and will not be tolerated here.

This policy applies to all phases of employment including recruiting, testing, hiring, upgrading, promotion or demotion, transfer, layoff, termination, rates of pay, benefits and selection for training, travel or City social events.

Sexual Harassment Defined

Sexual harassment is a form of sex discrimination and is illegal under both state and federal laws. Sexual harassment is defined as any unwelcome sexual advances, request for sexual favors or other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term of a person's employment;
2. submission to or rejection of such conduct by an individual is used as the basis for an employment decision; and
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Prohibited Behavior

Prohibited sexual harassment includes unsolicited and unwelcome contact that has sexual overtones. This includes:

- written contact, such as sexually suggestive or obscene letters, notes, invitations
- verbal contact, such as sexually suggestive or obscene comments, threats, slurs, epithets, jokes about gender-specific traits, sexual propositions
- physical contact, such as intentional touching, pinching, brushing against another's body, impeding or blocking movement, assault, coercing sexual intercourse, and
- visual contact, such as leering or staring at another's body, gesturing, displaying sexually suggestive objects or pictures, cartoons, posters or magazines.

Sexual harassment also includes continuing to express sexual or social interest after being informed directly that the interest is unwelcome and using sexual behavior to control, influence or affect the career, salary or work environment of another employee.

It is impermissible to suggest, threaten or imply that failure to accept a request for a date or sexual intimacy will affect an employee's job. For example, it is forbidden either to imply or actually withhold support for an appointment, promotion, or change of assignment, or suggest that a poor performance report will be given because an employee has declined a personal proposition.

Also, offering benefits, such as promotions, favorable performance evaluations, favorable assigned duties or shifts, recommendations or reclassifications in exchange for sexual favors is forbidden.

Harassment by Non-employees

In addition, the City of Norwich will take all reasonable steps to prevent or eliminate sexual harassment by non-employees including volunteers, customers, clients and suppliers, who are likely to have workplace contact with our employees.

Monitoring and Training

The City of Norwich shall take reasonable steps to see that this policy prohibiting sexual harassment is followed by all employees, supervisors and others who have contact with our employees. This prevention plan will include training sessions, ongoing monitoring of the work site and employees will, from time to time, be reminded of this policy and of their right to raise the issue of sexual harassment. Also, employees will be reminded that in case of a complaint, the right to confidentiality will be respected consistent with the City of Norwich legal obligations, and with the necessity to investigate allegations of misconduct.

A copy of this policy will be distributed to all employees and posted in areas where all employees will have the opportunity to freely review it. The City of Norwich welcomes your suggestions for improvements to this policy.

Discipline

Any employee found to have violated this policy shall be subject to appropriate disciplinary action, including warnings, reprimand, suspension or discharge.

If an investigation reveals that sexual harassment has occurred, the harasser may also be held legally liable for his or her actions under state or federal anti-discrimination laws or in separate legal actions.

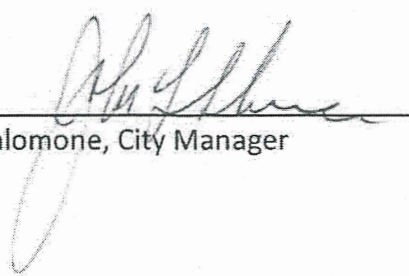
Retaliation

Any employee bringing a sexual harassment complaint or assisting in investigating such a complaint will not be adversely affected in terms and condition of employment, or discriminated against or discharged because of the complaint. Complaints of such retaliation will be promptly investigated and corrective action taken as appropriate.

Complaint Procedure and Investigation

Any employee who believes that he or she has been the subject of sexual harassment should report the alleged charge immediately to his or her supervisor who in turn must immediately notify the Director of Human Resources. An employee may choose to go directly to the Director, who will immediately conduct an investigation. Upon conclusion of the investigation, the Director will issue a recommendation for disposition of the complaint.

The right to confidentiality, both of the complainant and of the accused, will be respected consistent with the City of Norwich's legal obligations, and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.



John Salomone, City Manager

2/1/16

Date

TECHNICAL SPECIFICATIONS

INDEX TO TECHNICAL SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>
1.00	General Requirements
1.01	Summary of Work
1.02	Measurement and Payment
2.01	Maintenance & Protection of Traffic
2.03	Work On or Near Private Property
2.04	Dewatering, Control and Diversion of Water
2.06	Calcium Chloride for Dust Control
2.09	Sedimentation & Erosion Control
2.10	Building Demolition
3.01	General Excavation and Backfill
13.01	Hazardous Material Abatement

SECTION 1.00
GENERAL REQUIREMENTS

1.01 SUMMARY OF WORK

1.01.1 Description:

The work required under this contract covers the following:

The Contract consists of the hazardous material abatement and demolition of an existing buildings and associated restoration work.

The contractor shall purchase, provide, and install all materials (temporary and permanent) and equipment necessary to complete the work specified in Contract Documents.

The entire work provided for in these technical specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike and substantial manner. It is not intended that the Drawings shall show every detail piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. All materials and equipment shall be new unless specifically stated otherwise in these Contract Documents.

1.01.2 Location of Site:

The work sites for this contract lie in the City of Norwich, Connecticut at shown on the contract Drawings.

1.01.3 Work Sequence

Work shall be sequenced so as to allow for uninterrupted flow or use of existing utilities. The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications. Variations or modifications to the work sequences shall be submitted in writing to the Owner and Engineer prior to construction, for their approval.

The contractor shall coordinate work with Norwich Public Utilities as outlined in the Construction Drawings and Specifications, where appropriate, or as required by the Owner.

The Contractor shall submit a construction schedule and modify it from time to time as need arises. The Construction schedule shall be based on the specified completion time. The Construction Schedule shall show the order of work including such significant tasks as construction of lines, connections, backfill and compaction, testing, temporary and permanent restoration. The Construction Schedule shall be submitted for the Owner's approval prior to start of Construction and updated at the time of submitting each request for progress payment.

1.01.4 Survey Assistance:

Furnish helpers on an as needed basis to assist the Engineer in checking work.

1.01.5 Project Coordination

The work included in these Contract Documents is to be performed under the responsibility of a single prime contract. The Contractor is responsible for the coordination of all the work, whether performed by its own personnel or its subcontractor, and will maintain such procedures as necessary to keep its workman and suppliers informed of project progress so as not to unnecessarily delay completion of the Work.

1.01.6 Standard Specifications

The Standard Specifications for Roads, Bridges, and Incidental Construction, Supplement Form 816, dated January 2015 of the State of Connecticut, as specifically referenced to in the Technical Specifications, shall apply and be considered a part of this specification as though it were bound herein. The Standard Specification is available from the:

Department of Transportation - Engineer of Contracts
2800 Berlin Turnpike, P.O. Box 317546
Newington, CT 06131-7546

SECTION 2.01
MAINTENANCE AND PROTECTION OF TRAFFIC

1.0 DESCRIPTION

The Contractor shall maintain traffic in the project area to the satisfaction of the Owner. The Contractor must maintain pedestrian and vehicular traffic and permit access to businesses, factories, residences, and intersecting streets. Where detours will be required, the Owner may require the Contractor to submit a proposed detour plan for all portions of the work to the Owner. This submittal shall be made at least seven days prior to commencing construction. It shall be the sole responsibility of the Contractor to keep the Local Agencies (including but not limited to the Police and Fire Departments) prewarned at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets. The Contractor shall supply, install, maintain, adjust, move, relocate, and store all signs, suitably lighted barricades, traffic cones and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic. All of this work shall meet with the requirements of the State of Connecticut, Local Agencies and the Owner.

The Contractor shall furnish, light, and maintain such signs as may be directed, or may be necessary for the safe regulation, or convenience of traffic. Said signs shall be adequate for the regulation, safety and convenience of traffic. The Contractor shall provide, erect, and maintain suitably lighted barricades, warning lights, etc., as needed, or as directed in order to keep people, animals and vehicles from excavations, obstacles, etc. Traffic signs shall be designed and installed in accordance with MUTCD where applicable. The Contractor shall be required to employ trafficmen and take other such reasonable means of precautions as the Owner may direct, or as may be needed to prevent damage or injury to persons, vehicles, or other property, and to minimize the inconvenience and danger to the public by his construction operations. He shall arrange his operations to provide access to properties along the street including temporary bridges to driveways, and provide access to fire hydrants, manholes, gate boxes, or other utilities. Whenever any trench obstructs traffic in or to any public street, private driveway, or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access including temporary bridging if required. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work contemplated by the contract.

The Contractor shall observe and obey all local and state laws, ordinances, regulations and permits in relation to the obstruction of streets and highways, keeping passageways open and protecting traffic where there may be danger from blasting or other construction activities.

Suitable lighted barriers or barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavations, or other work potentially dangerous to traffic. Such barricades shall be securely supported and braced at least 3 feet high above the ground. Barricades shall be placed on all

sides and throughout the entire length and width of all open ditches, trenches, excavations, or other work which must be barred to the general public. Barricades shall be properly painted to the satisfaction of the Owner in order to retain a high degree of visibility to vehicular and pedestrian traffic.

Suitably lighted barricades shall be defined as barricades lit by flashers in accordance with this paragraph or other lighting methods approved by the Owner in lieu thereof. Flashers shall be placed along the entire length of the barricades at an interval no greater than 8 feet, center to center. Flashers shall be power operated, lens directed, enclosed light units which shall provide intermittent light from 70 to 120 flashes per minute, with the period of light emittance occurring not less than 25 percent of each on-off cycle, regardless of temperature. The emitted light shall be yellow in color and the area of light on at least one face of the unit shall be not less than 12 square inches. The discernible light shall be bright enough to be conspicuously visible during the hours of darkness at a minimum distance of 800 feet from the unit under normal atmospheric conditions. For units which beam light in one or more directions, the foregoing specifications shall apply 10 degrees or more to the side and 5 degrees or more above and below the photometric axis.

The Contractor shall furnish and securely fasten flashing units to signs, barricades, and other objects in such numbers and for such lengths of time as are required for the maintenance and protection of traffic, or as the Engineer may order. The flasher shall be in operation during all hours between sunset and sunrise, and during periods of low visibility. The Contractor shall maintain, relocate and operate barricades and flashers throughout the life of the contract. No special payment will be made for barricades or flashers.

Should the Contractor or his employees neglect to set out and maintain barricades or lights, as required in these specifications, the Owner immediately, and without notice, may furnish, install and maintain barricades or lights. The cost thereof shall be borne by the Contractor any may be deducted from any amount due or to become due to the Contractor under this contract.

If the Contractor's operations or occupancy of any public street or highway, or the uneven surfaces over any trenches being maintained by the Contractor shall interfere with the removal or sanding of snow or ice by the public authorities or adjoining land owners, in an ordinary manner with regular highway equipment, the Contractor shall be required to perform such services for the public authorities or adjoining owners without charge. If the Contractor fails to do so, he shall reimburse the said authorities or adjoining owners for any additional cost to them for doing such occasioned by conditions arising from the Contractor's operations, occupancy, or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any parties for damage or injury or loss by reason of failure to remove snow or ice or to sand icy spots under these conditions.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the “Building Demolition”.

SECTION 2.03
WORK ON OR NEAR PRIVATE PROPERTY

1.0 DESCRIPTION

The work under this Section includes the protection of private property and the restoration of areas near or on private property.

Every effort shall be made to protect private or public property during construction. All damaged areas shall be replaced in kind by the Contractor at no additional cost to the Owner.

2.0 MATERIALS

All materials not specifically described in other Sections, but required for work included in this Section, shall be new, first quality of their respective kinds, and subject to the approval of the Owner.

3.0 CONSTRUCTION METHODS

All areas affected by the construction outside of the work limits shall be repaired to the complete satisfaction of the Owner. This work shall also include the reinstallation of all mailboxes, signs, and posts that may be affected during construction. Should these items become damaged by the construction, the Contractor shall replace the damaged items at no additional cost to the Owner.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

SECTION 2.04
DEWATERING, CONTROL AND DIVERSION OF WATER

1.0 DESCRIPTION

The work covered under this Section includes furnishing all labor, equipment and materials, and performing all operations in connection with the dewatering, control and diversion of water, and all other operations necessary to maintain in a dry condition all excavation and work areas of this Contract.

The Contractor shall be responsible for performing all required dewatering in such a manner as to prevent injury to persons or public health, or damage to existing facilities of the work in progress.

2.0 MATERIALS

The Contractor shall be responsible for providing, maintaining, operating and removing all dewatering, and other facilities, including all pumping and appurtenant equipment, required to maintain in a dry condition the areas in which construction of this Contract is to be conducted.

3.0 CONSTRUCTION METHODS

A. DEWATERING EXCAVATIONS:

The excavations for work required under this Contract are to some extent below existing ground water levels. The Contractor shall provide, operate and maintain all pumps, drains, well points, screens or any facility necessary for the control, collection and disposal of all surface and subsurface water encountered in the performance of the Contract work. All excavations shall be performed in the dry.

Any damage to existing facilities or new work resulting from the failure of the Contractor to maintain the work areas in a dry condition shall be repaired by the Contractor, as directed by the Owner, at no additional expense to the Owner. Pumping shall be continuous where specified or directed, or as necessary to protect the work and to maintain satisfactory progress.

The Contractor's pumping and dewatering operation shall be carried out in such a manner that no loss of ground will occur. All pipelines or structures not stable against up-lift during construction or prior to completion shall be thoroughly braced or otherwise protected against movement or damage.

Water being disposed of by the pumping and dewatering operations shall be disposed of in such a manner to avoid injury to persons or public or private property, or to the work completed or in progress. Dewatering shall be accomplished by approved methods which have a successful

record of dewatering similar excavations and subsurface conditions similar to those expected to be encountered in the work.

B. DIVERSION OF WATER:

The Contractor shall be responsible for providing and maintaining all ditching, grading, sheeting and bracing, pumping and appurtenant work for the temporary diversion of water courses and protection from flooding as necessary to permit the construction of work in the dry.

Upon completion of the Contract work, the Contractor shall remove all temporary construction and shall do all necessary earthwork and grading to restore the area disturbed to their original condition or to such other condition as indicated or directed by the Owner.

Water shall not be permitted to flow into or through excavations in which work is underway or had been partially completed. The Contractor shall not restrict or close off the natural flow of water in such a way that ponding or flooding will occur, and shall at all times prevent flooding of public and private property. All damages resulting from flooding or restriction of flows shall be the sole responsibility of the Contractor, at no additional expense to the Owner.

The Contractor shall be responsible during the course of his work to provide all erosion protection and siltation prevention facilities required by the Contract and to carry out his operation by methods acceptable to the applicable local, State or Federal agencies.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

SECTION 2.06
CALCIUM CHLORIDE FOR DUST CONTROL

1.0 DESCRIPTION

This item shall consist of furnishing calcium chloride and spreading it on the subgrade or in other areas of a project under construction, for the purpose of reducing dust conditions.

2.0 MATERIALS

Calcium chloride shall conform to the requirements of AASHTO M 144, except that the pellet form and the flake form shall be equally acceptable.

3.0 CONSTRUCTION METHODS

Calcium chloride shall be applied only at the locations, at such times and in the amount as may be directed by the Engineer. It shall be spread in such manner and by such devices that uniform distribution is attained over the entire area on which it is ordered placed.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

SECTION 2.09
SEDIMENTATION AND EROSION CONTROL

1.0 DESCRIPTION

The work and materials required by this Section consists of the furnishing of all plant, labor, equipment and materials and in performing all operations in connection with providing and maintaining in an acceptable condition, the various erosion and sediment control devices specified below in accordance with these Specifications and as directed by the Owner.

The Contractor shall furnish all equipment, labor, materials and related work necessary for the proper execution of the intent of this Section. The Contractor shall operate and maintain and provide means and devices necessary to minimize, to the greatest extent possible, erosion within the work area of this Contract and to prevent the entrance of any silt laden runoff from the work areas into any standing or moving bodies of water on or adjacent to the Work.

2.0 MATERIALS

Filter fabric fence shall conform to the requirements of the Form 816, Section 7.55.02.

Hay bales shall conform to the requirements of Form 816, Article 2.18.02.

3.0 CONSTRUCTION METHODS

All sediment and erosion control devices shall be properly installed, in a manner acceptable to the Owner, as necessary to minimize erosion within the work area of this contract and to prevent the entrance of any silt laden runoff from the work areas into any standing or moving bodies of water on or adjacent to the work, or as directed by the Owner.

The filter fabric fence shall be installed as recommended by the manufacturer and as outlined on the Contract Drawings. The bottom of the fabric shall be buried by digging a six (6") inch trench on the ground and placing six inches of soil on the fence fabric. All erosion control devices shall be removed when ordered by the Owner after the regulated disturbed area has been reestablished. The Contractor's attention is called to particular notes on the drawings regarding erosion and sedimentation control and coordination with public agencies.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

SECTION 2.10
BUILDING DEMOLITION

1.0 DESCRIPTION

Work under this contract includes supplying all material, equipment and labor incidental thereto to perform the following:

- A. Perform pre-demolition asbestos abatement in accordance with the attached specification prepared by Mystic Air Quality Consultants, Inc. all costs associated with testing and permits shall be included in the bid.
- B. Perform demolition and subsequent removal and disposal of all structures and contents. Demolition shall be in accordance with applicable sections of the state demolition code. Costs for any and all permits, testing or disposal fees shall be included in the bid.
- C. The existing structures shall be removed entirely down to foundation walls. The foundation walls shall remain in place. The area within the foundation walls shall be filled in with gravel (3" minus), compacted in 18" lifts. A 6" thickness of loam, seed, fertilizer and mulch shall be placed over the gravel fill.
- D. All utilities shall be capped, removed, or disconnected as applicable, per the applicable utility company's requirements.
- E. Install erosion and sedimentation control, temporary fencing or any other necessary measures to prevent the migration of demolition materials onto adjacent site areas.
- F. The contractor shall be responsible for any damage to existing structures to remain including sidewalks and roadways and shall repair such damage at no additional cost to the owner.
- G. The contractor shall be responsible for all maintenance and protection of traffic and traffic control.

2.0 MATERIALS

Materials shall conform to applicable sections of this specification.

3.0 CONSTRUCTION METHODS

Materials shall conform to applicable sections of this specification.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

SECTION 3.01
GENERAL EXCAVATION AND BACKFILL

1.0 DESCRIPTION

The work covered under this Section shall consist of the removal of all materials, not included in other Sections, required to accomplish the work indicated within the work limits. The Contractor shall remove all existing pavements, retaining walls, sidewalks, curbs, bases, subbase, earth, rock, etc., and all other material necessary for reconstruction of street sections, bridge and culvert shown on the Drawings or as directed by the Owner. Also included is the disposal of surplus material or unsuitable material, removal of old foundations, concrete or masonry walls, slabs and other structures. When unsuitable material has to be excavated below the subgrade, the excavation shall be backfilled and compacted up to the subgrade with material as ordered by the Owner.

2.0 MATERIALS

A. TREES AND SHRUBBERY:

1. Existing trees and shrubbery to remain shall be protected from injury.
2. Except as otherwise directed, cutting and trimming of existing trees will not be permitted.
3. All existing trees to remain and any which may be damaged by construction operations shall be boxed and protected, and all such protection shall be maintained until completion of the work.

B. EXISTING UTILITIES

1. Excavation and backfill operations shall be done in such a manner as to prevent cave-ins of excavations or the undermining, damage, or disturbing of existing utilities and structures or of new work.
2. Any excavation improperly backfilled or where settlement occurs shall be reopened to the depth required, then refilled with new materials and compacted and the surface restored to the required grade and condition, at no additional cost to the Owner.
3. **The Contractor shall "Call-Before-You-Dig" (1-800-922-4455) at least 72 hours prior to any excavation.**

C. PROPERTY:

1. Any damage due to excavation, backfilling, or settlement of the backfill, or injury to persons or damage to property occurring as a result of such damage, shall be the responsibility of the Contractor. All costs to repair such damage, in a manner satisfactory to the Owner, shall be borne by the Contractor, at no additional cost to the Owner.

3.0 CONSTRUCTION METHODS

Construction methods shall conform to the applicable provision of Article 2.02.03 for reconstruction of paved areas. The word “general” shall be substituted for the word “roadway”. At all limits of construction, the existing pavement shall be saw cut.

1. Backfill in all excavations shall be compactible materials as approved, not frozen and without stones larger than 8 inches in their greatest dimension. It shall be spread in layers not exceeding 18 inches in loose depth, and each layer shall be compacted by at least 4 passes of an approved plate-type vibratory compactor. All trench backfilling shall be carefully placed to avoid disturbance of new work and if existing structures. The moisture content of backfill shall be such that proper compaction will be obtained. Puddling or jetting of backfill with water will not be permitted.
2. Backfilling against masonry or concrete shall only be done when approved. Backfilling against concrete other than encased pipelines within 7 days after placement will not be allowed. Symmetrical backfill loading adjacent to structures shall be maintained. During backfilling and compacting operations, care should be exercised so that equipment used will not overload the structures. Backfill adjacent to structures shall be placed in layers not more than 9 inches in loose depth, and each layer thoroughly compacted with at least 4 passes of an approved plate-type vibratory compactor.

4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the “Building Demolition”.

Disposal of surplus or unsuitable material will not be measured for separate payment but the cost for removal, stockpiling, relocation or disposal of the same shall be considered included in this lump sum item as well as fill material needed on the project site.

SECTION 13.01
HAZARDOUS MATERIAL ABATEMENT

1.0 DESCRIPTION

The work under this Section includes the removal and proper disposal of asbestos materials from the existing building as outlined in the attached report.

3.0 CONSTRUCTION METHODS

All work and work areas shall be in conformance with the requirements of EPA regulations (40 CFR Part 763), NESHAPS regulations (40 CFR 61 Subpart M) OSHA regulations (29 CFR 1910.1001 and 1926.1101), and Regulations for Connecticut State Agencies Section 19a-332a-1 to Section 19a-332a-13.

The Contractor (or Subcontractor) performing the asbestos material abatement must be licensed to perform such work in the State of Connecticut. Contractor shall carry applicable asbestos liability insurance and shall supply a copy of the current certificate prior to the start of abatement.

Disposal of asbestos materials shall be in conformance with State of Connecticut and Federal Law. Location of disposal site(s) shall be furnished to the Owner prior to the start of work.

The Contractor must provide written notification to all agencies as required by State of Connecticut and Federal Law.


4.0 MEASUREMENT AND PAYMENT

No separate measurement or payment shall be made for this item and all costs in connection there with shall be included in lump sum item for the "Building Demolition".

Said lump sum price shall include supplying and installing all temporary safety measures, appurtenances, full abatement and disposal of hazardous materials at the referenced facilities and as required by applicable State and Federal Law. Said price shall include all other fees, labor, materials, equipment and tools necessary for the completion of the above items as specified herein.

PRE-DEMOLITION SURVEY

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

February 20, 2019

MaryLou Rychling
Norwich Public Utilities
16 South Golden Street
Norwich, CT 06360

Re: **Pre-Demolition Asbestos Survey (2/11/19)**
504 East Main Street; Norwich, CT

Dear MaryLou:

As requested, Mystic Air Quality Consultants, Inc. conducted a pre-demolition asbestos survey at the locations noted above on February 11th, 2019. This survey was conducted by a State of Connecticut licensed asbestos inspector, Greg Eident (license #000908) to determine the presence of asbestos-containing materials. The samples were analyzed at Environmental Hazards Services (NVLAP # 101882-0) in Virginia.

Summary of the findings

Upon testing by polarized light microscopy, the following samples were found to be asbestos containing:

Sample #s	Material/Location
1-3	TSI Aircell Insulation/Basement & Possibly Throughout –on Pipes
4-6	TSI Elbows-Fittings/Basement & Possibly Throughout –on Pipes
7	TSI Furnace Insulation/Basement –on Furnace

Special Consideration

****Building is not structurally sound, making it unsafe to sample all suspect materials from the floors, walls and ceilings. Debris from building materials and damaged personal items cover the floors throughout. The building materials in these areas will have to be assumed to be asbestos contaminated. A special AWP (Alternate Work Practice) will have to be submitted to the State DOH so that the building can be demolished and disposed of as asbestos waste. The AWP will require that an asbestos abatement contractor and asbestos project monitor be on-site during the demolition.**

Implications of the findings

As required by state and federal regulations prior to renovation or demolition, all the asbestos-containing materials that will be disturbed by renovation, will need to be removed by a licensed asbestos abatement contractor -employing trained and certified personnel who follow all pertinent asbestos abatement regulations.



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

www.mysticair.com

maq2@aol.com

800 247-7746

Limitations of the survey

This survey and report only deal with accessible areas of the buildings. Additionally, there may be other non-accessible materials above ceilings, behind walls, and below floors that become evident during your renovation or demolition activity. Should the requisite EPA/OSHA competent person working for the contractor discover such materials they will need to be tested for asbestos content so determinations of their abatement and disposal (if required) can be made.

Please do not hesitate to contact us with questions relating to the sample results. We thank you for the opportunity to conduct this survey.

Sincerely,

Christopher J. Eident CIH, CSP, RS
CEO

- Enclosure 1: Asbestos Lab Results
- Enclosure 2: Chain of Custody
- Enclosure 3: Roster of Suspect Materials
- Enclosure 4: Reference Photos
- Enclosure 5: Inspector's Notes



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

Asbestos Bulk Analysis Report

Report Number: 19-02-01500

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

Received Date: 02/12/2019
Analyzed Date: 02/13/2019
Reported Date: 02/14/2019

Project/Test Address: 504 East Main Street; Norwich, CT

Client Number:
 07-2564

Laboratory Results

Fax Number:
 860-449-8860

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
19-02-01500-001	1		Gray Fibrous; Homogeneous	70% Chrysotile	15% Cellulose 15% Non-Fibrous
				Total Asbestos: 70%	
19-02-01500-002	2			Did Not Analyze (Positive Stop)	
19-02-01500-003	3			Did Not Analyze (Positive Stop)	
19-02-01500-004	4		Gray/Brown Fibrous; Homogeneous	65% Chrysotile	15% Cellulose 20% Non-Fibrous
				Total Asbestos: 65%	
19-02-01500-005	5			Did Not Analyze (Positive Stop)	
19-02-01500-006	6			Did Not Analyze (Positive Stop)	

Environmental Hazards Services, L.L.C

Client Number: 07-2564
Project/Test Address: 504 East Main Street; Norwich, CT

Report Number: 19-02-01500

Lab Sample Number	Client Sample Number	Layer Type	Lab Gross Description	Asbestos	Other Materials
19-02-01500-007	7		Gray Fibrous; Homogeneous	75% Chrysotile	5% Cellulose 20% Non-Fibrous
Total Asbestos: 75%					

QC Sample: 28-M12010-2
QC Blank: SRM 1866 Fiberglass
Reporting Limit: 1% Asbestos
Method: EPA Method 600/R-93/116, EPA Method 600/M4-82-020
Analyst: Keleigh King

Reviewed By Authorized Signatory: Melissa Kanode
Missy Kanode
QA/QC Clerk

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Each distinct component in an inhomogeneous sample was analyzed separately and reported as a composite. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of the Environmental Hazards Service, L.L.C. California Certification #2319 NY ELAP #11714 NVLAP #101882-0 VELAP 460172. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), (for enhanced detection capabilities) for materials regulated by EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

400 Point Count Analysis, where noted, performed per EPA Method 600/R-93/116 with a Reporting Limit of 0.25%.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND: NAD = no asbestos detected



Asbestos Chain-of-Custody

19-02-01500



Due Date:
02/15/2019
(Friday)
AE

KEK

7304

Environmental Hazards Services, LLC

www.leadlab.com 7469 Whitepine Rd
(800)347-4010 Richmond, VA
(804)275-4907 (fax) 23237

Company Name: Mystic Air Quality Consultants Address: 1204 North Rd., Groton, CT 06340

City/state/zip: Groton, Ct. 06340

Phone: 860 449 8903 Fax: 860 449 8903 E-mail: maqc2@aol.com

Acct. Number: 07-2564

Project Name and Address: 504 EAST MAIN STREET

City/State(required) NORWICH, CT

Collected by: G. GENT Signature: *[Signature]*

Mystic Air Client: NORWICH PUBLIC UTILITIES

Turn around time: Standard One day (will call ahead)

No.	Client's Sample No.	Date Collected	PLM Analysis	Other Analysis Specify	Material Description	Sample Location	Comments
1	1-3	2/11/19	X	POS. STOP	TSI PIPE INSULATION	X SEE POSTER X	X BULLS X
2	4-6	↓	↓	↓	TSI ELBOWS/FITTINGS	↓	↓
3	7	↓	↓	NO POS. STOP	TSI FURNACE INSULATION	↓	↓
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

Released by: G. GENT

Signature: *[Signature]*

date: 2/11/19

Received by: T. Lohan

Signature: *[Signature]*

date: 2/12/19 12:30

ENCLOSURE 2 PAGE 1 OF 1

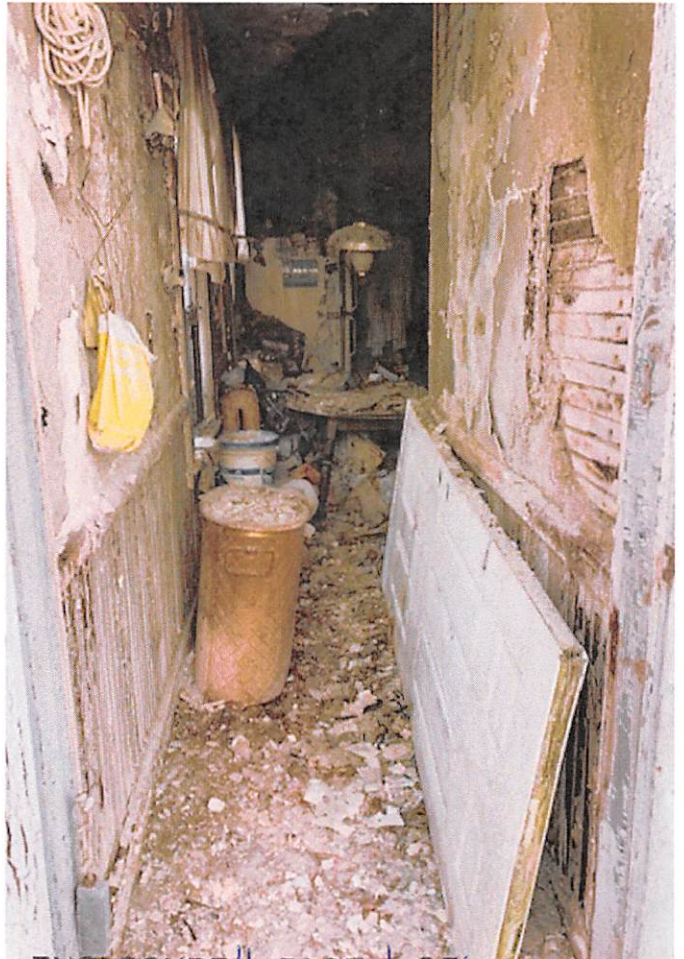
504 EAST MAIN STREET, NORWICH, CT



x ceiling x



x top floor kitchen x



x top floor back entry x

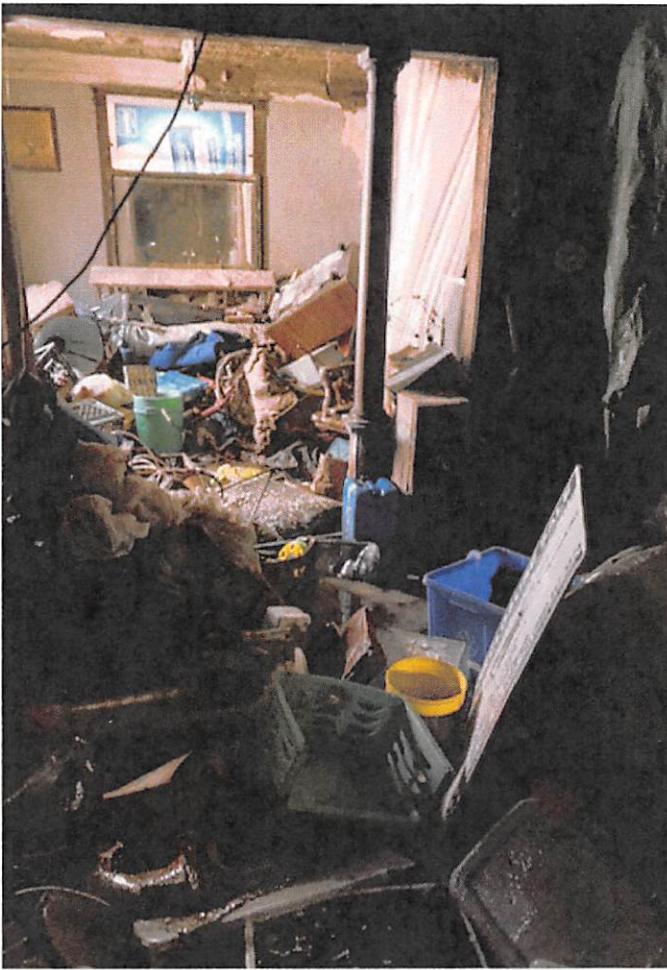




108 Floor

4 2 1 1 2 3 4





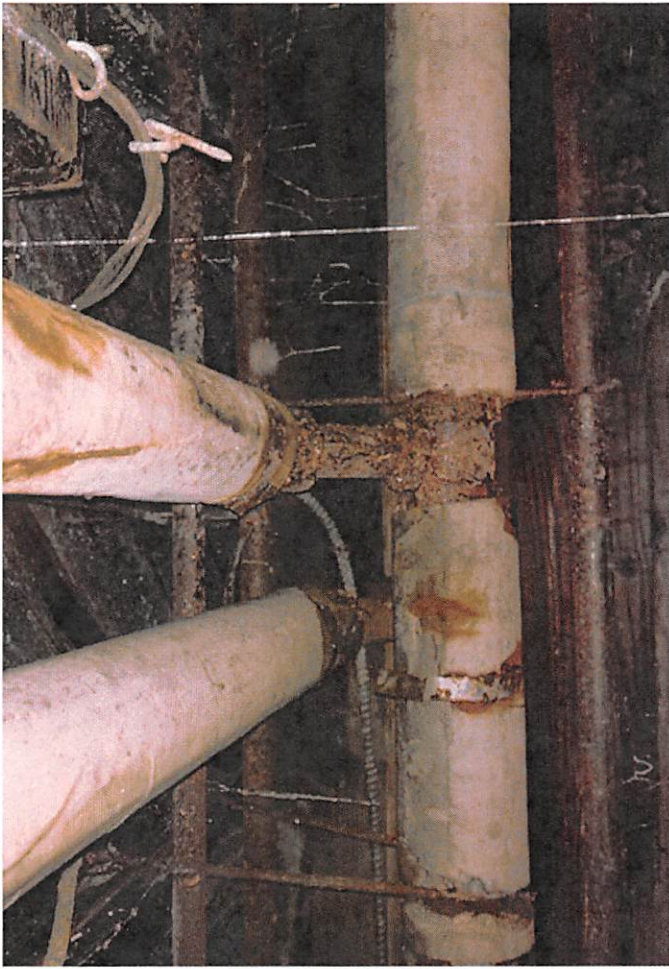
KICE ON FLOOR



MAIN FLOOR



CEILING



BASEMENT

XPSI ARCELL INSULATION



FURNACE INSULATION



ELBOWS/FITTINGS TSI



TSI INSULATION



TSI DESIGN OR CRACKS THROUGHOUT BASEMENT



Mystic Air Quality Consultants, Inc.

1204 North Road, Groton, Connecticut 06340

Office: 860-449-8903 Nights & Weekends: 860-464-2050 Fax: 860-449-8860 Toll Free: 800-247-7746

DAILY JOB LOG

Date: 2/11/19

Page of

Client NORWICH PUBLIC UTILITIES

Site Supervisor ROBERT DELUCA

Site Location 504 EAST MAIN STREET, NORWICH, CT

GENERAL OBSERVATIONS

Containment Location N/A

ENCLOSURE PAGE OF

X ON SITE TO PERFORM A PRE-DEMOLITION SURVEY AT THE SITE LOCATION LISTED ABOVE.

X UPON INSPECTION IT IS NOTED TO BE "UNSAFE" DUE TO THE STATE OF THE BUILDING AND ALL THE MISCELLANEOUS MATERIALS PRESENT THROUGHOUT THE STRUCTURE TO COMPLETE THE SURVEY. (SEE PICTURES) SOME FSI INSULATION WAS SEEN AND SAMPLED IN THE BASEMENT AND MIGHT GO THROUGH THE HOUSE, DUE TO THE PRESENCES OF PACM MATERIALS THROUGHOUT, IT IS RECOMMEND TO REMOVE THE ENTIRE BUILDING AS ACM WASTE AND TO TAKE THE NECESSARY PRECAUTIONS IN DOING SO.

X OFF SITE

Hygienist's Name G. EDDENT

Hygienist's Signature

Time on Site 1300

Time Off Site 1445

PROPERTY RECORD CARDS / FIGURES

504 EAST MAIN ST

Location 504 EAST MAIN ST

Mblu 103/ 3/ 95/ /

Acct# 0086200001

Owner NORWICH CITY OF

Assessment \$73,500

Appraisal \$104,900

PID 8494

Building Count 1

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2018	\$88,800	\$16,100	\$104,900

Assessment			
Valuation Year	Improvements	Land	Total
2018	\$62,200	\$11,300	\$73,500

Parcel Addresses

Additional Addresses		
Address	City, State Zip	Type
504 EAST MAIN ST		Primary

Owner of Record

Owner NORWICH CITY OF
DEPARTMENT OF PUBLIC UTILITIES
Address 16 SOUTH GOLDEN ST
NORWICH, CT 06360

Sale Price \$12,900
Certificate
Book & Page 3031/0121
Sale Date - 08/24/2017
Instrument 1L

Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
NORWICH CITY OF	\$12,900		3031/0121	1L	08/24/2017
BANAS JOSEPH A JR +	\$0		1521/0308	1A	09/29/2000
BANAS JOSEPH A JR + MARION +	\$0		1521/0306	1A	09/29/2000
BANAS JOSEPH A JR + MARION + ADAMS JENNI	\$0		1521/0304	1A	09/29/2000
BANAS MARION + ADAMS JENNIE + PEDACE JOS	\$0		1506/0222	1A	06/30/2000

Building Information

Building 1 : Section 1

Year Built: 1925
Living Area: 2,688
Replacement Cost: \$153,067
Building Percent Good: 58
Replacement Cost Less Depreciation: \$88,800

Building Attributes

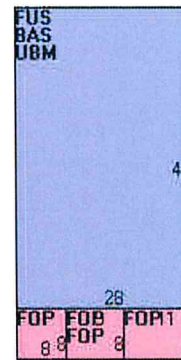
Field	Description
Style	Two Family
Model	Residential
Grade:	C+
Stories:	2 Stories
Occupancy	2
Exterior Wall 1	Stucco/Masonry
Exterior Wall 2	
Roof Structure:	Gable/Hip
Roof Cover	Asphalt Shingl
Interior Wall 1	Plastered
Interior Wall 2	
Interior Flr 1	Hardwood
Interior Flr 2	
Heat Fuel	Oil
Heat Type:	Steam
AC Type:	None
Total Bedrooms:	6 Bedrooms
Total Bthrms:	2
Total Half Baths:	0
Total Xtra Fixtrs:	
Total Rooms:	12 Rooms
Bath Style:	Average
Kitchen Style:	Average
Fireplace (s)	
Whirlpool	
FPLG Gas	
FPLW Wood	
FPO	
park	

Building Photo



(<http://images.vgsi.com/photos/NorwichCTPhotos/\00\02\92\52>)

Building Layout



(<http://images.vgsi.com/photos/NorwichCTPhotos//Sketches/849>)

Building Sub-Areas (sq ft)		Legend	
Code	Description	Gross Area	Living Area
BAS	First Floor	1,344	1,344
FUS	Upper Story, Finished	1,344	1,344
FOP	Porch, Open, Finished	296	0
UBM	Basement, Unfinished	1,344	0
		4,328	2,688

Extra Features

Extra Features**Legend**

No Data for Extra Features

Land**Land Use**

Use Code 903R
Description MUNICIPAL M-01
Zone MF
Neighborhood 0060
Alt Land Appr Category No

Land Line Valuation

Size (Acres) 0.09
Frontage 0
Depth 0
Assessed Value \$11,300
Appraised Value \$16,100

Outbuildings**Outbuildings****Legend**

No Data for Outbuildings

Valuation History**Appraisal**

Valuation Year	Improvements	Land	Total
2017	\$83,143	\$15,143	\$98,286
2016	\$87,700	\$15,200	\$102,900
2015	\$87,700	\$15,200	\$102,900

Assessment

Valuation Year	Improvements	Land	Total
2017	\$58,200	\$10,600	\$68,800
2016	\$61,400	\$10,600	\$72,000
2015	\$61,400	\$10,600	\$72,000

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504 East Main Street




**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

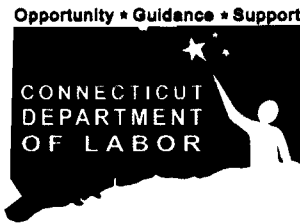
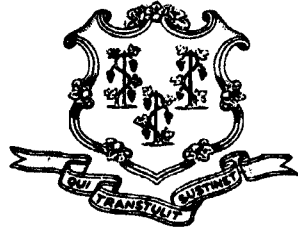
City of Norwich, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 1/22/2019
Data updated 1/22/2019

PREVAILING WAGE INFORMATION

Norwich Public Utilities
Building Demolition:
504 East Main St.

 **CLA Engineers, Inc.**
Civil • Structural • Survey



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.

(a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.


Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

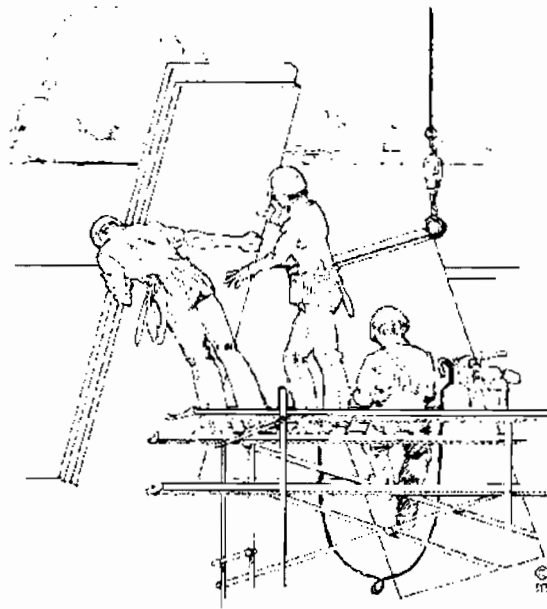
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with

_____, located at _____,
project name and number address

shall be \$ _____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

Return To: Connecticut Department of Labor
Wage & Workplace Standards Division
Contract Compliance Unit
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date Issued: _____

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109						
WEEKLY PAYROLL																										
CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS										WORKER'S COMPENSATION INSURANCE CARRIER						
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS																		POLICY #				
																						EFFECTIVE DATE:				
																						EXPIRATION DATE:				
PERSON/WORKER ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY						
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER								
			Trade License Type & Number - OSHA 10 Certification Number								Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH														
												1. \$														
												2. \$														
												3. \$														
												4. \$														
												5. \$														
												6. \$														
												1. \$														
												2. \$														
												3. \$														
												4. \$														
												5. \$														
												6. \$														

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life Insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109								
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL								
CONTRACTOR NAME AND ADDRESS Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472						SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389						WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC888928 EFFECTIVE DATE 1/1/09 EXPIRATION DATE 12/31/09							
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82						Total ST Hours	Total O-T Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
													FEDERAL	STATE	LIST OTHER	WITH-HOLDING			
PERSON/WORKER, ADDRESS and SECTION	APPR RATE	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE						HOURS WORKED EACH DAY		FICA		WITH-HOLDING		OTHER			
			Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S									
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		40	\$ 30.75 Base Rate	\$ 1,582.80				P-xxx	\$ 1,582.80	#123 \$ xxx.xx
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8		40	\$ 19.99 Base Rate	\$ 1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$ 1,464.80	#124 \$ xxx.xx
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8					8	\$ Base Rate	\$ 1,500.00	xx.xx	xx.xx	xx.xx	M-xx,x		#125 xxx.xx
											40	\$ Base Rate							

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care Blue Cross 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance Utopia 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of 9/26/09.

I, Robert Craft of XYZ Corporation, (hereafter known as

Employer) in my capacity as Owner (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee's name first appears.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Section B: Applies to CONNDOT Projects ONLY

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft owner 10/2/09
 (Signature) (Title) Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CPI as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

*****THIS IS A PUBLIC DOCUMENT***
 DO NOT INCLUDE SOCIAL SECURITY NUMBERS**



CONNECTICUT DEPARTMENT OF LABOR

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Commission For Worker
Misclassification \(JEC\)](#)[Stop Work Orders](#)[Reports of Activities](#)[FAQs](#)[Contact Us](#)**OCCUPATIONAL CLASSIFICATION BULLETIN**

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53.

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**
 - Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.
- **ASBESTOS INSULATOR**
 - Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.
- **BOILERMAKERS**
 - Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.
- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**
 - Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.
- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**
 - Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.
- **CLEANING LABORER**
 - The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.
- **DELIVERY PERSONNEL**
 - If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.
 - An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a

construction site is the job of a laborer/tradesman and not a delivery personnel.

- **ELECTRICIANS**

- Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

- Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ***License required by Connecticut General Statutes: R-1,2,5,6.**

- **FORK LIFT OPERATOR**

- Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.
- Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

- Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce.

- **IRONWORKERS**

- Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

- Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

- Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hanging+ for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate
 1. Removal of lead paint from bridges.
 2. Removal of lead paint as preparation of any surface to be repainted.
 3. Where removal is on a Demolition project prior to reconstruction.
- Laborer's Rate
 1. Removal of lead paint from any surface NOT to be repainted.
 2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

- Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

- **POWER EQUIPMENT OPERATORS**

- Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ***License required, crane operators only, per Connecticut General Statutes.**

- **ROOFERS**

- Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (tear-off and/or removal of any type of roofing and/or clean-up of any and all areas where a roof is to be relaid)

- **SHEETMETAL WORKERS**

- Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

- Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1,2,3,4.**

- **TILE MARBLE AND TERRAZZO FINISHERS**

- Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

- **Definitions:**

- 1) "Site of the work" (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;
 - (a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the "site of the work"; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to "the site of work" as defined in paragraph (e)(1) of this section;
 - (b) Not included in the "site of the work" are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)
- 2) "Engaged to wait" is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)
- 3) "Waiting to be engaged" is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)
- 4) "De Minimus" is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

- **Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

- Truck drivers **are covered** for payroll purposes under the following conditions:
 - Truck Drivers for time spent working on the site of the work.
 - Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus
 - Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
 - Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"

- Truck Drivers **are not** covered in the following instances:
 - Material delivery truck drivers while off “the site of the work”
 - Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
 - Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

*Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543*

200 Folly Brook Boulevard, Wethersfield, CT 06109 / Phone: 860-263-6000
Home | CT.gov Home | Send Feedback<%end if%><%if cbool (request.Cookies(Application("HOME_NAME"))("AA"))=true and
request.Cookies(Application("HOME_NAME"))("CA")<>"CF83CBC7" then call Session_WriteString(" | Admin") end if%>
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**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Building Demolition

**Minimum Rates and Classifications
for Building Construction**

ID# : B 26341

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 7630 Project Town: Norwich
State# FAP#:

Project: Building Demolition

CLASSIFICATION **Hourly Rate** **Benefits**

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings) 38.25 27.96

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**

1c) Asbestos Worker/Heat and Frost Insulator 40.21 29.30

As of: Monday, July 15, 2019

Project: Building Demolition

2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
3b) Tile Setter	34.90	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
3e) Plasterer	33.48	32.06

As of: Monday, July 15, 2019

Project: Building Demolition

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.75	20.84
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.00	20.84
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.25	20.84
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	31.75	20.84
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.50	20.84

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Project: Building Demolition

4e) Group 6: Blasters, nuclear and toxic waste removal.	33.75	20.84
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.75	20.84
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.03	20.84
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.49	20.84
4i) Group 10: Traffic Control Signalman	18.00	20.84
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Vinyl Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	33.53	25.66

As of: Monday, July 15, 2019

Project: Building Demolition

5a) Millwrights	34.04	26.09
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.00	27.67+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.50	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00

As of: Monday, July 15, 2019

Project: Building Demolition

8) Glazier (Trade License required: FG-1,2)	37.18	21.05 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	40.97	24.80 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	40.64	24.80 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	39.88	24.80 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	39.48	24.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	38.87	24.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	38.87	24.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	38.20	24.80 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	37.79	24.80 + a

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Project: Building Demolition

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	37.34	24.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	35.24	24.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	35.24	24.80 + a
Group 12: Wellpoint operator.	35.18	24.80 + a
Group 13: Compressor battery operator.	34.58	24.80 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	33.41	24.80 + a

As of: Monday, July 15, 2019

Project: Building Demolition

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	32.99	24.80 + a
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Group 16: Maintenance Engineer/Oiler.	32.32	24.80 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	36.76	24.80 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	34.26	24.80 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	33.62	21.05
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As of: Monday, July 15, 2019

Project: Building Demolition

10b) Taping Only/Drywall Finishing	34.37	21.05
10c) Paperhanger and Red Label	34.12	21.05
10e) Blast and Spray	36.62	21.05
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	43.62	32.06
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	36.70	19.85

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Project: Building Demolition

14) Roofer (slate & tile)	37.20	19.85
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.98	38.31
16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	(Trade	43.62 32.06

-----TRUCK DRIVERS-----

17a) 2 Axle	29.51	24.52 + a
17b) 3 Axle, 2 Axle Ready Mix	29.62	24.52 + a

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17c) 3 Axle Ready Mix	29.67	24.52 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.72	24.52 + a
17e) 4 Axle Ready Mix	29.77	24.52 + a
17f) Heavy Duty Trailer (40 Tons and Over)	29.98	24.52 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.77	24.52 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a

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19) Theatrical Stage Journeyman

25.76

7.34

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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)

2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson

3) Cranes (under 100 ton rated capacity)

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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