



City of Norwich

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

Phone: (860)823-3706

Fax: (860)823-3812

E-mail: whathaway@cityofnorwich.org

INVITATION FOR BIDS

Bid No.: 7651

Due Date and Time: March 18, 2020 at 2:00 P.M.

Title: Gas Mains and Services Installation

Special Instructions:

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

Sealed Bid No: 7651

Not to be opened until **March 18, 2020** at 2:00 P.M.

Return Bids to:

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



CITY OF NORWICH, CONNECTICUT
PLEASE RETURN THIS FORM IMMEDIATELY!

Acknowledgement: Receipt of Bid Documents

Bid No.: 7651
Title: Gas Mains and Services Installation

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

Date Issued: 02/26/2020
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



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INVITATION FOR BIDS

Bid No. 7561

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for Gas Mains and Services Installation until 2:00 P.M. prevailing time on **March 18, 2020** at which time they will be publicly opened and read aloud. All bids are to be delivered to William R. Hathaway, Purchasing Agent, City of Norwich, 100 Broadway, Room 105, Norwich, CT 06360.

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

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

City of Norwich
State of Connecticut

<http://www.norwichct.org/bids.aspx>
https://das.ct.gov/SCP_Search/Default.aspx

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. Questions must be submitted no later than 12:00 P.M. on March 6, 2020.

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

No Bidder may withdraw its bid within sixty (60) days of the bid opening date. Should there be reason why the contract cannot be awarded within the specified time, the time may be extended by mutual agreement between the City of Norwich and the designated, qualified low bidder.

All final awards of the bid shall be in compliance with City of Norwich Code of Ordinances §7-46 – Delinquent Tax Setoff Against Money Due Bidder or Contractor.

All bidders must submit an original, one (1) copy, and a digital copy on electronic media (Compact Disk or USB drive) of their bid in a sealed envelope bearing the name and address of the bidder and the 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, 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.

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2020 GAS MAINS AND SERVICES INSTALLATION

1. TERM

This bid is for the 2020 calendar year with two one-year extensions negotiated at the option of the owner.

Because of the variety of the work involved, the owner shall appoint a coordinator for the owner's work concerning this bid.

2. ESTIMATES FOR CONSTRUCTION

In order for the Contractor to satisfy the bid bond requirement, NPU **estimates** the annual contract amount will not exceed \$750,000 based on installation of approximately 0.75-1.5 miles of PE gas main and up to one-hundred (100) gas services. **This work is subject to State of Connecticut Prevailing Wage Rate requirements. The Prevailing Wage Rates are included in this bid package.**

3. 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.

Minus bidding on any item 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 City to be so unbalanced as to affect or to be liable to affect adversely any interests of the City. 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.

To have a valid bid, all items must be quoted.

All bidders shall complete and return the "Statement of Bidder's Qualifications" which is attached to the bid.

4. 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.

5. CORRECTIONS

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

6. 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.

7. 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. Bidder shall demonstrate the ability to meet NGA Natural Gas Installation and Maintenance specifications and NPU Construction Standards. Conditional bids will not be accepted.

8. 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.

9. 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.

10. 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.

11. 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 (see #2 Estimates For Construction). 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.

12. 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.

Selection will be made on the basis of hourly labor/equipment prices, unit prices submitted, safety experience, worker qualification and experience in utility construction and repair work.

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

13. 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.

Any incomplete project begun under the current contract shall be completed by that contractor regardless of the outcome of this bid.

14. 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.

15. 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.

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.

17. PAYMENT SCHEDULE

Contractor shall submit an invoice for their work under this contract within 30 days of work completion. Invoices submitted after 30 days shall be penalized 2% per month. End of fiscal year invoices for work completed June 15 to June 30 shall be submitted before July 15. The Contractor shall submit the following before any invoice will be processed:

- NPU work order filled out and signed.
- NPU sketch form #06-101-30000 completed.
- NPU material picked up receipt signed, dated, & job location.
- NPU material returned receipt signed, dated, & job location.
- NPU blueprint or CAD drawings issued to contractor to be returned and to have all AS-BUILT information marked in RED ink or pencil.

Invoices will not be accepted without any of the forgoing documentation properly completed, and will be returned to the contractor. The contractor will hold harmless the city for incomplete or improperly submitted invoices and subsequent delay in processing of invoices and payment. If unaccounted for material (as reviewed in as-builts and sketches) is not returned to the city within 30 days of the completion of work the contractor will be billed for unaccounted material.

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

The City may make alterations in the lines, grade, plan, form, dimensions or materials of the work, or any part thereof, either before or after the commencement of construction. If such alterations diminish the quantity included in any item of work to be done and paid for at a unit price, the contractor shall have no claim for damages or for anticipated profits on the work that thus may be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated unit price.

18. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be submitted to Willian R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org. In order to be given consideration, such request must be made at least 5 days prior to the date fixed for the opening of bids. 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 three (3) days prior to the date fixed for the opening of bids, and via the following Websites:

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

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

19. UNCERTAINTY OF QUANTITIES

Any quantities listed in the bid (proposal) are approximate and are given for use in comparing bids and to indicate approximately the total amount of the Contract. 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 that work 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.

20. 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.

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.

No bid will be accepted which does not contain a unit or lump sum price for every item contained in the bid form.

22. EMPLOYMENT OF LABOR/PREVAILING WAGES

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 each new assignment is being considered a discrete project; and applicability of prevailing wages will be determined project by project. Bidders are advised that the onus for determining the parameters for each project, and conclusions regarding the requirements of Federal, State, and local law including prevailing wage laws for each discrete project rests solely with the individual bidders. Bidders may not rely upon the owner for guidance in making such determinations

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 shall include all employees involved with the project for each payroll period during the course of the project.

23. 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.

24. SEQUENCING OF WORK

The contractor shall conform to the sequences of work as outlined in the Construction Drawings and Specifications as applicable. 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.

25. 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.

26. 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.

27. PROVISIONAL ITEMS

Provisional items are delineated in the bid form. Quantities for provisional items may or may not be used in whole or in part at the discretion of the owner. This shall in no way affect the established contract unit prices. All bid unit prices for provisional items shall be added to establish the total bid amount.

2020 GAS MAINS AND SERVICES INSTALLATION

1. SUMMARY OF WORK

The work required under this contract is for the hourly labor and hourly rental of construction equipment, as required by the City, and the linear foot installation of gas utilities and the labor, equipment and tools that are needed to perform said installation for the City of Norwich and NPU, as outlined in this bid document.

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

1. Natural Gas Mains
2. Natural Gas Services
3. Bridge Crossings – pipe installation and maintenance
4. Other Natural Gas Infrastructure as necessary

2. 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”
- 49 CFR part 199 and 49 CFR part 40 The successful bidder shall provide written documentation and reports verifying of Drug and Alcohol testing compliance to the Owner no later than February 15 of each contract year.
- DOT “Pipeline Safety Regulations Part 192”
- The successful bidder shall provide written documentation of each employee’s “NGA Operator Qualifications” for the tasks listed in this section prior to commencement of the work.
- The successful bidder shall provide written “competent person” training documentation.
- All welding shall be performed by a person qualified under API 1104 and also adhere to all NPU welding procedures.
- All PE pipes to be joined shall be done by a fully qualified person in accordance with NGA pipe joiners program.
- Norwich Public Utilities Gas Operations, Inspection & Maintenance Manual, current edition.
- Norwich Public Utilities Gas Construction Standards, current edition.

To demonstrate compliance, bidders must provide with the bid, documentation supporting compliance with the above standards. Documentation includes written company policies and procedures, and documented ‘competent person’ training.

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 sub-contractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site. The contractor shall have a competent person on the job site at all times. A Competent person in this context means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

The City shall consider OSHA violations over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether the contractor is an acceptable 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 settlements or any explanations(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.

The Contractor shall install the separate utilities in conformance with the typical construction methods and standards of the City including appropriate sections of DOT Form 814A as amended. Materials supplied by the Contractor shall conform in quality to the typical materials used by each Department and to appropriate section of DOT Form 814A. Workmanship shall be of a quality that is completely acceptable to the City and to its satisfaction.

3. RESPONSE CRITERIA

The contractor is expected to respond for scheduled work within 2 Weeks from date of request. This contract is based on the contractor’s ability to be available for normal scheduled work Monday through Friday, 7:00AM – 3:30PM, and to follow the city’s start and end time for their workers and equipment. The Bidder must further indicate their company’s policy for inclement weather, holidays, and other off times. The Bidder will be expected to respond to after-hours emergency calls and will be expected to have crews to the site of the emergency within four (4) hours of notification.

The contractor shall provide a failsafe means of being contacted for emergencies seven (7) days a week and twenty-four (24) hours a day. The equipment to be used for contact is to be identified in the bid response for approval by the City before commencement of the contract start date and said equipment must be maintained and operational for the duration of the contract.

4. LENGTH OF TRENCH TO BE OPENED

The length of trench opened at any time from the point where the 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 City. In determining the length of the open trench or spaces for equipment, material, and supplies and other necessities, the City 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 pedestrian 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 plating crossings to carry essential traffic in or to the street or property in question, as specified or directed.

5. 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 out 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

The contractor shall coordinate work with Norwich Public Utilities as outlined in the 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.

All completed pipelines, mainlines, service connections, etc. shall be tested as work progresses and in order to ensure this, the Contractor shall arrange for testing equipment to be on site prior to the commencement of pipe laying.

6. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain traffic in the project area to the satisfaction of the Owner and in accordance with the Manual on Uniform Traffic Control Devices, latest edition. 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) pre-warned 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.

7. WORK ON OR NEAR 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. All materials not specifically described in other sections, but required for replacement work shall be new, first quality of their respective kinds, and subject to the approval of the Owner.

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.

8. DEWATERING, CONTROL AND DIVERSION OF WATER

The Contractor will be responsible for 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.

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.

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.

9. CALCIUM CHLORIDE FOR DUST CONTROL

The Contractor shall be responsible for 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.

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

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.

10. SEDIMENTATION AND EROSION CONTROL

The Contractor shall furnish all equipment, labor, materials and related work necessary to minimize, to the greatest extent possible, erosion within the work area of this Contract, in and around the trenched area, 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. Any erosion control devices installed by the Contractor shall be removed when ordered by the Owner.

11. OPERATOR QUALIFICATIONS

The Contractor shall abide by and adhere to all requirements of the NPU Operator Qualification Program, adapted from the Northeast Gas Association Operator Qualification Program, including, but not limited to, span of control.

The Contractor crew shall possess and maintain the following Operator Qualifications, and subsequent amended qualifications as they may arise:

- 6A – Inspecting for Atmospheric Corrosion Including Evaluation and Remediation
- 8 – Visually Inspecting for Internal Corrosion
- 11A – Pipe Coatings General Knowledge
- 11H – Pipe Coatings, Paint
- 14A – Installing/Replacing an Anode on a Pipeline Including Exothermic Welding
- 15B – Installing and Replacing Electrical Isolation Couplings
- 16A – Installing/Replacing a Corrosion Test Station on a Pipeline Incl. Exothermic Welding
- 21CT – CT State Damage Prevention Regulations
- 23/24 – Inspecting the Condition of Exposed Pipe
- 31A – Installation of Pipe: Storage, Handling, and Inspection of Pipe: General Knowledge
- 31B – Installation of Pipe: Install Pipe in a Ditch
- 31D – Installation of Pipe: Installing Pipe by Horizontal Boring
- 32/33 – Purging a Pipeline In and Out of Service
- 34 – Performing a Pressure Test on a Pipeline
- 35.1B – Stopping Gas Flow (Squeeze Off Mains & Services)
- 36/47 – Abandonment of Facilities
- 37A – Tapping Plastic Pipe with Specialized Equipment
- 39A – Removing Service Tee or Fitting from Steel and Cast Iron Pipe
- 40 – Install/Replace Tracer Wire
- 45 – Restoring Service

49.1/49.2 – Mechanical Joining of Pipe other than Plastic (Threaded and Flange)
49.3 – Mechanical Joining of Pipe other than Plastic (Compression)
50/51/52C.04 – Saddle Electrofusion
50/51B.06 – Bolted (Bolt On) Fitting – Mechanical Couplings
50/52C.05 – Coupling Electrofusion
50/52D – Hydraulic Butt Fusion
50/52E – Manual Butt Fusion
50B.07 – Stub Fittings – Mechanical Couplings
50B.09 – Nut Follower (Threaded Fitting) – Mechanical Couplings
51D – Tapping Using Plastic & Steel Self Tapping Tees
70 – Properties of Natural Gas and Abnormal Operating Conditions
71 – Excavation and Backfill
85 – Meter Assembly Abnormal Operating Conditions
PJQ-10 – Soil Compaction

2020 GAS MAINS AND SERVICES INSTALLATION

1. DISPOSAL SITE

All material excavated in the Project Area, determined by the Owner to be unsuitable for use as trench backfill material or for fill within the Project Area, shall be disposed of at the Contractor's expense at an acceptable disposal area. Hazardous and contaminated soil is excluded.

2. LIGHTS, BARRIERS, WATCHMEN AND INDEMNITY

The Contractor shall supply and erect and maintain such barriers, lighting, warning lights, danger warning signals, road plates 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 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 of Connecticut General Statutes from claims or defect in violation of 12A-14q Connecticut General Statutes.

If the Contractor, in the Owner's opinion, fails to provide a safe condition at the construction area then the Owner may take control of the site and provide needed safety measures at the Contractor's expense.

The fact that the Owner 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

3. 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.

4. 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 en route, 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 contact Call-Before-You-Dig at "811" and 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.

The Contractor shall be responsible for all damaged 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 Property and Utilities outside the project limits damaged by the Contractor shall be replaced or repaired by the Contractor to the complete satisfaction of the property owner and/or the Owner, at no additional expense to the Owner.

5. 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.

6. 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. The Owner may, after twenty-four (24) hours' notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

7. COOPERATION WITH UTILITIES

The Contractor shall coordinate his operations with the Owner's for all underground or overhead utility lines within the project area. The following utilities exist or will exist within the limits of the project: including but not exclusively the following:

- Electric – Norwich Public Utilities
- Telephone – AT&T, Frontier
- Cable TV – Comcast, Eastern Connecticut Cable
- Sanitary - Norwich Public Utilities
- Water - Norwich Public Utilities
- Gas - Norwich Public Utilities
- Other – Eversource Electric, Eversource (Yankee) Gas, Bozrah Light & Power, Enbridge

Representatives of the various utility companies shall be allowed access to the project site.

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.

The Contractor shall cooperate fully with all Utility Companies by making timely contacts with company representatives having jurisdiction over the facilities adjacent to the work. The Contractor shall also schedule his own activities in harmony with those of each Utility Company so as to preclude delays in utility relocation work and forestall any possibility of interruption of the service.

8. WORK IN STATE HIGHWAY

Where the work is in a State Highway, the Contractor shall obtain at his own expense all required bonding and permits. The work shall be performed in accordance with the terms and conditions stipulated by the State Department of Transportation (DOT) and/or as required by the DOT inspectors. The Contractor must provide such security and insurance as may be prerequisite to obtaining such permits.

In the event the Owner, or the Owner and the Contractor are jointly required to obtain any permits the Contractor shall familiarize himself with the conditions of said permits and shall be held to comply with all requirements of the permits and all specifications attached thereto, as if the permits were held solely by the Contractor.

The Contractor shall conform to all DOT requirements for materials and construction methods for all work within State Highways. Sheeting may be required to confine the trench width and protect State facilities and traffic controllers may be required. The Contractor is expected to be knowledgeable of DOT requirements for work in State Highways and no additional cost due to DOT requirements will be allowed.

The cost of all labor, materials, and equipment necessary to conform with State requirements for work in or adjacent to State Highways, beyond that which is normal for local roads shall be considered as extra work.

PROPOSAL
NORWICH PUBLIC UTILITIES
NORWICH, CONNECTICUT

2020 GAS MAINS AND SERVICES INSTALLATION

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 2 of the "Technical Specifications". _____ (Check on line).**

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

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

BID PROPOSAL
NORWICH PUBLIC UTILITIES
NORWICH, CONNECTICUT

2020 GAS MAINS AND SERVICES INSTALLATION

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 **2020 Gas Mains and Services Installation** 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.

Furnish all necessary labor, supervision, equipment, tools, and everything else needed to install PE and Steel mains and services. All materials shall be furnished by NPU. All work shall be performed in accordance with the City's specifications, the City of Norwich Department of Public Utilities (NPU) Regulations, and all applicable Federal, State, and Local codes and Standards as amended.

A. Scope of work for unit price bid items:

- Earth trench excavation and spoils disposal including pavement
- Contractor to transportation and install; Pipe, fittings, materials and aggregates
- Pavement saw cutting or zipper (Does not apply to 'off road' installations)
- Back-filling
- Compaction
- De-watering
- Pressure testing
- Erosion and sedimentation control
- Maintenance and protection of traffic signage, cones, barriers, etc.
- Installation of any transition pieces required for interconnection with existing mains and services
- All appropriate safety equipment including trench boxes

- All exterior piping to be painted primer and topcoat gray

B. Items not to be included in unit price bid items:

- Rock removal greater than 1 CY
- Concrete roadway base removal (except for bid items that call out concrete removal)
- Temporary paving

C. Items provided by NPU:

- Filter fabric and rock shields
- Pipe, fittings, valves, tracer wire and tape
- Flaggers
- Bedding sand, gravel, and bituminous concrete

Payment will be made for the items listed in B. above under the Unit pricing in the miscellaneous section.

Work requested by NPU not covered by the bid shall be negotiated between NPU and the successful bidder. A walk through of the proposed job shall be performed with the NPU coordinator and the contractor. The contractor shall submit an estimate to NPU before Notice to Proceed is given. NPU shall measure all lengths for purposes of payment.

Tool truck inventory shall include cut off/abrasive saw, jumping jack or foot tamper. Plate tamper, mud pump complete, trash pump complete, all necessary small hand tools, small power tools, transit, pipe laser, shovels, rakes, lutes, roller, tamper, and anything else required to complete the type of utility work stated in the contract. Any gas main installation shall be done using the successful bidder's labor and equipment rates from this contract.

This contract is to be awarded to that responsible Bidder whose total bid is the lowest number of dollars for the above items.

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 _____

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 informality 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 FORM - 2020 Gas Mains and Services Installations

Item	Description	Est. Qty.	Unit	Unit Price	Total
Install 1", 1-1/4", or 2" PE natural gas services including tap at main, excess flow valve, service valve, service valve box, anode-less riser w/ bracket, black steel threaded nipple, gas cock, and plug.					
1	Service Length up to 50 FT	100	Per Service		
2	Service Length 51-99 FT (in addition to 1a)	1000	LF		
3	Service Length Over 100 FT (in addition to 1a)	1500	LF		

Tie over 1", 1-1/4", or 2" PE Natural Gas Services including tap at main, installation of excess flow valve, and surface restoration.					
4	Tie Over Within 10' of Main	50	Per Service		

Install 1", 1-1/4", or 2" steel natural gas services including tap at main, excess flow valve, service valve, service valve box, riser w/ bracket, black steel threaded nipple, gas cock, plug, and surface restoration.					
5	Service Length up to 50 FT	1	Per Service		
6	Service Length 51-99 FT (in addition to 3a)	1	LF		
7	Service Length Over 100 FT (in addition to 3a)	1	LF		

Install 4" PE natural gas services including tap at main, excess flow valve, service valve, service valve box, anode-less riser w/ bracket, and flanged valve.					
8	Service Length up to 50 FT	1	Per Service		
9	Service Length 51-99 FT (in addition to 4a)	1	LF		
10	Service Length Over 100 FT (in addition to 4a)	1	LF		

Install 6" PE natural gas services including tap at main, excess flow valve, service valve, service valve box, anode-less riser w/ bracket, and flanged valve.					
11	Service Length up to 50 FT	1	Per Service		
12	Service Length 51-99 FT (in addition to 5a)	1	LF		
13	Service Length Over 100 FT (in addition to 5a)	1	LF		

Page 1 Total (Items 1 - 13): _____

BID FORM - 2020 Gas Mains and Services Installations

Item	Description	Est. Qty.	Unit	Unit Price	Total
Cost per foot to install PE gas mains (town roads)					
14	2" Main Under Road Pavement	2500	LF		
15	4" Main Under Road Pavement	1000	LF		
16	6" Main Under Road Pavement	1000	LF		
17	8" Main Under Road Pavement	1	LF		
18	2" Main Off Pavement	1	LF		
19	4" Main Off Pavement	1	LF		
20	6" Main Off Pavement	1	LF		
21	8" Main Off Pavement	1	LF		

Cost per foot to install PE gas mains (state roads)					
22	2" Main Under Road Pavement	100	LF		
23	4" Main Under Road Pavement	1000	LF		
24	6" Main Under Road Pavement	2500	LF		
25	8" Main Under Road Pavement	1	LF		
26	2" Main Off Pavement	1	LF		
27	4" Main Off Pavement	1	LF		
28	6" Main Off Pavement	1	LF		
29	8" Main Off Pavement	1	LF		

Cost per foot to install PE gas mains in a state road (concrete under asphalt)					
30	2" Main	100	LF		
31	4" Main	1000	LF		
32	6" Main	1000	LF		
33	8" Main	1	LF		

34	Percent (%) markup for material not supplied By NPU and not listed in the Miscellaneous section of bid				%
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Page 2 Total (Items 14 - 33 Do Not Include Item 34): _____

BID FORM - 2020 Gas Mains and Services Installations

MISCELLANEOUS BID ITEMS

The following bid items shall be measured and paid for by the NPU upon NPU's prior authorization. Transportation of the items means pick up delivered to job site and pick up and removal from job site to be included in price, as applicable.

Item	Description	Est. Qty.	Unit	Unit Price	Total
35	Mechanical Removal of Rock/Ledge Over 1 CY and Disposal	20	CY		
36	Concrete Road Base Removal and Proper Disposal	20	CY		
37	Install 2" Loam & Seed (L&S provided by NPU)	2000	SY		
38	Install 3" Temp Pavement on State Road	3000	SY		
39	Install 2" Temp Pavement on Town Road	3000	SY		
40	Install 1" Temp Pavement on Town Road	1000	SY		
41	Combination Backhoe Loader	500	HR		
42	2-3 CY Dump Truck (mason dump)	500	HR		
43	6-8 CY Dump Truck (single rear axle)	500	HR		
44	10 wheeler / tri axle Dump Truck	500	HR		
45	Skid steer loader	500	HR		
46	Vibratory compactor (4 Ton)	300	HR		
47	Large Roadway saw (with Blade)	100	HR		
48	Hydraulic Rock splitter	100	HR		
49	PE fusion equipment	400	HR		
50	4" Trash pump complete	5	Day		
51	Electro Fusion Equipment	100	HR		
52	Trench box (nominal depth excavations 14' or less)	10	Day		
53	Trench box Supplemental (deep Excavation greater than 14')	1	Day		
54	Tool truck with tools / compressor with hose & compressor	1200	HR		
55	Welding Truck	8	HR		
56	Front End Loader – 3 CY	100	HR		

Page 3 Total (Items 35 - 56): _____

BID FORM - 2020 Gas Mains and Services Installations

MISCELLANEOUS BID ITEMS (cont.)

The following bid items shall be measured and paid for by the NPU upon NPU's prior authorization. Transportation of the items means pick up delivered to job site and pick up and removal from job site to be included in price, as applicable.

Item	Description	Est. Qty.	Unit	Unit Price	Total
57	Mini Front End Loader – <1 CY	100	HR		
58	Mini-Excavator (under 8 Ton)	500	HR		
59	Steel Plates	20	Day		

LABOR BID ITEMS

Item	Description	Est. Qty.	Unit	Unit Price	Total
60	Foreman Regular Time	120	HR		
61	Foreman Overtime	20	HR		
62	Foreman Scheduled Night Work	20	HR		
63	Pipefitter/Skilled Labor Regular Time	120	HR		
64	Pipefitter/Skilled Labor Overtime	20	HR		
65	Pipefitter/Skilled Labor Scheduled Night Work	20	HR		
66	Pipe Welder Regular Time	120	HR		
67	Pipe Welder Overtime	20	HR		
68	Pipe Welder Scheduled Night Work	20	HR		
69	Equip. Operator Regular Time	120	HR		
70	Equip. Operator Overtime	20	HR		
71	Equip. Operator Scheduled Night Work	20	HR		
72	Truck Driver Regular Time	120	HR		
73	Truck Driver Overtime	20	HR		
74	Truck Driver Scheduled Night Work	20	HR		

Page 4 Total (Items 57 - 74): _____

Page 3 Total (Items 35 - 56): _____

Page 2 Total (Items 14 - 33): _____

Page 1 Total (Items 1 - 13): _____

Total Bid Price (Add Page 1 -4 Totals): _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
_____, as PRINCIPAL, and _____

as SURETY are held and firmly bound unto the City of Norwich hereinafter called the "OWNER", in the penal sum of Five Percent of Total Bid Dollars **as estimated in Information For Bidders, (\$5% of Total Bid)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these Presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, 20 __, for

2020 GAS MAINS AND SERVICES INSTALLATION

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid, as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and the Amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. In presence of:

(Individual Principal)

(SEAL)

(Partnership)

(Business Address)

(SEAL)

Attest:

(Business Address)

By: _____

(Corporate Principal)

(Business Address)

By: _____
Affix
Corporate
Seal

Attest:

(Corporate Surety)

By: _____
Affix
Corporate
Seal

Countersigned

by _____

Attorney-in-Fact, State of _____

(Power-of-Attorney for person signing for surety company must be attached to bond.)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

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

- (1) He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

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

(Title)
My Commission expires _____, 20 ____.

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. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates of completion)
7. General character of work performed by your company:
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. 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
11. List of major equipment available for this contract.

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: _____

2020 GAS MAINS AND SERVICES INSTALLATION

1. CONTRACT AND CONTRACT DOCUMENTS

The drawings, plans, specifications, and addenda enumerated in the Technical Specification, the General 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.

2. DEFINITIONS

Definition of Labor

Foreman: Individual in responsible charge of the site construction work with skill and abilities to interpret plans and specifications, schedules and layout of the work and direct the work force at the job site and with experience as defined in Superintendence by the Contractor.

Skilled Laborer: Individual who has the skills and abilities equivalent to that of a journeyman for all necessary work to be performed, such as pipe-fitter, mason, welder, truck driver, or equipment operator.

Help to be Employed: The Contractor shall employ experienced foremen, 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. The contractor shall submit work history on all employees with their experience in the above-mentioned categories and any licenses that pertain. If any person employed on the work by the Contractor shall appear in the opinion of the Owner to be incompetent or unreliable in any way, that person shall be discharged from this project immediately upon the request of the Owner and shall not again be employed on the work, unless specifically authorized by the Owner in writing.

Employee's required: The Owner will define assignment requirements to the Contractor on a per assignment basis.

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

Owner: The Owner of the project is the City of Norwich via Norwich Public Utilities.

Contractor: The term "Contractor" as hereinafter used shall refer to the General Contractor for this job.

Owner's Representative: The term "Owner's Representative" as hereinafter used shall refer to any Foreman, Crew Chief, Engineer or Inspector whom the Owner may designate to inspect, test or oversee the work herein specified.

Contract: Wherever the term "contract" is used in the General Conditions, it shall mean the actual Bid Form, Specifications, plans, general conditions, any special conditions and formal purchase order issued to successful bidder.

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 affect 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.

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 noted in Information To Bidders, Estimate of Construction, 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.

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.

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 Foreman who shall have full authority to act for the Contractor. Responsive bidder shall provide the resume of the proposed Foreman, who shall have a minimum of 2 years experience as a Foreman or a minimum ten (10) years of experience in the construction of gas mains and services. It is understood that the employment of such representatives shall be acceptable to the Owner and shall be persons as can be continued in that capacity for the duration of the contract.

7. USE OF PREMISES AND REMOVAL OF DEBRIS

Nothing herein contained or shown on any 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.

The Contractor shall undertake 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.

8. 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.

9. 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.

10. 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.

11. ALL WORK SUBJECT TO CONTROL BY THE OWNER

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.

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; neither shall the inspector be authorized to approve or accept any portion of the work or 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.

The Owner reserves the right to do any 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.

12. 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.

13. 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.

14. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

Except for the Contractor's executed set, any/all drawings and/or specifications are the properties of the Owner. The Owner will furnish the Contractor drawings and/or specifications as needed and if applicable. 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.

15. 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.

16. 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.

17. 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.

18. SUBCONTRACTORS

If subcontractors are employed in the hourly contract, they shall be paid for at the established unit prices in Proposal miscellaneous Item 5 without further markups. All subcontractors must be capable of performing to the worker qualification sections of this contract prior to commencing of work.

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.

19. 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.

20. 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.

21. 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.

22. AS BUILT DRAWINGS

The Contractor shall submit promptly to the Owner drawings on template pads provided by the Owner and prepared in accordance with a schedule predetermined between the Owner and the Contractor. After examination of such drawings by the Owner, 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 with corrected copies. Regardless of corrections made in or approval given to such drawings by the Owner, 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 in writing of any deviations at the time he furnishes the drawings. Contractor shall provide accurate As-Built information for all underground construction prior to payment for any work performed.

The Owner reserves the right to direct the Contractor to deliver 'As Built' information using GPS and/or other electronic equipment. Any such equipment other than a Contractor provided iOS tablet device will be provided by the Owner.

23. 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 or 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 or instructions. The Contractor and the Owner will prepare jointly a schedule fixing the respective dates for 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.

24. 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.

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.

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.

25. 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.

26. 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.

27. 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 procurement. The specific features of the named brand which must be met by offeror(s) shall be clearly stated.

28. PATENTS

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.

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.

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.

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 and the Owner 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 and the Owner 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.

29. 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, must submit a certificate of insurance that meets the requirements contained in **Section 15 of the Standard Bid and Contract Terms and Conditions.**

30. COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced workers as defined in 2. Definitions for 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. PRE-SCHEDULED NIGHT WORK

Planned and pre-scheduled night work 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. Should it be necessary for the Owner to operate an organization for continuous night work, 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.

38. WORK IN INCLEMENT WEATHER

The Owner or the Owner's Representative will determine when conditions are unfavorable for work and may order the work or any portion of it suspended whenever, in his opinion the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the year and the Contractor will be expected to keep work going and employment of labor as continuous as possible. However, the Contractor shall, and shall cause his 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.

39. ARCHEOLOGICAL FINDS

The Contractor, for the life of this contract, is herewith required to immediately notify the resident engineer or inspector and the following organization 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:

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

40. TOILET ACCOMMODATIONS

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

41. 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.

42. 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.

43. GENERAL GUARANTEE

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

44. FINAL INSPECTION AND ACCEPTANCE

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

45. FINAL PAYMENT

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

46. 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.

47. 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.

GENERAL INFORMATION

1. The successful bidder will be the prime contractor for all work, except for work to be done by the Owner.
2. The Owner will consider the Contractor as the prime contractor in the event that a subcontractor may be employed for temporary and/or permanent resurfacing, or any other subcontractor work, and to eliminate conflict of responsibility, the Owner will hold the Contractor responsible for the coordination of such work, any damages caused by such work and guarantee the permanence of such work free from defect for a period of one year from completion date. Repairs made to said work within a year of completion date will be billed to the Contractor.
3. Labor rates shown in the bid shall be based on a maximum eight (8) hours per day. A labor premium will be paid for work scheduled, at Owner request, during non-standard working hours. The premium will be bid as a percentage increase of standard wage rates. Standard overtime rates will apply after eight (8) hours of shift work. Overtime work rate after eight (8) hours of shift work will be based on standard wage rates and will not include any off hour premium(s).
4. The Owner and/or Norwich Public Utilities cannot and will not guarantee any continuous work. Only as indicated in the attached specifications, on a time-to-time basis, and all prospective bidders are hereby alerted to this fact before submitting bids.
5. Bidder's equipment shall be of good quality and shall be maintained in good working condition so as to preclude any unnecessary breakdowns or release of fluids causing cleanups and job delays as would be caused by improper maintenance. Therefore the bidder shall, as an integral part of this bid, list all equipment that is required for use on these jobs, whether portable or vehicular, stating name, manufacturer, model year, capacities and present condition. The Owner reserves the right to inspect the equipment before awarding the bid.

6. The Contractor is responsible for obtaining any and all permitting necessary to perform all work, including Call-Before-You-Dig tickets for all work.
7. The Contractor is responsible for filling out and maintaining all necessary documents appropriate for underground construction. These forms are to be turned over to the Owner at the completion of each work day. (Copies of the forms are included in this bid package).
8. When temporary patching of pavement is required as part of this bid the Owner shall furnish the asphalt (cold or hot) however the Contractor will be required to pick it up at the designated location.
9. Contractor will invoice NPU weekly. All daily crew invoices shall be signed off by NPU inspector at the end of each day.
10. The specific work to be covered under this contract has not yet been finalized. The quantities furnished in the bid sheets are not guaranteed.
11. This bid solicitation is for a one-year contract with two (2) individual one-year extensions, at the option of NPU.
12. Work will be distributed to the Contractor via job packets that contain all information needed to complete the work. An NPU inspector, or other designee, will work daily with the Contractor.
13. CT DOT regulations restrict work on state roads and highways on the day before and the day after holidays.
14. Typical working hours for NPU is Monday thru Friday 7:00 a.m. to 3:30 p.m. The Contractor will not work NPU designated holidays unless pre-arranged for an unusual condition.
15. Contractor is responsible to provide equipment/instruments that are in good working condition and fully calibrated according to manufacturer specifications. Calibration information will be provided to NPU upon request.
16. Contractor crew will be required to attend a one day pre-construction meeting and training session to review and train on NPU company specific procedures.
17. It is anticipated that a vast majority of gas pipe installed under this contract will be HDPE.
18. The Contractor is responsible to provide and use an iOS tablet device (or approved similar) to document Exposed Pipe Reports, Pressure Tests, etc. and to access company specific procedures.

19. The typical construction season for this contract is approximately April 1st to Thanksgiving, subject to prevailing weather conditions.
20. Horizontal Boring will only be allowed in circumstances where direct excavation will result in disturbance of historic features, stonewalls, etc. The Owner shall approve all horizontal borings before they are initiated.
21. NPU now allows stab fittings on small diameter service pipe/tubing. NPU utilizes Elster Perfection Permasert 2.0 stab fittings for 1", 1-1/4", and 2" services.



Opportunity * Guidance * Support



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.

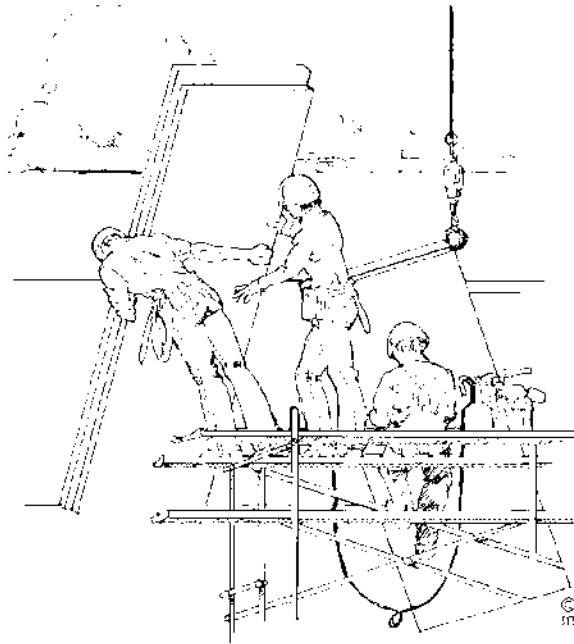
~NOTICE~

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): _____

***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 _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 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)

[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 # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09					
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS								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	
		DAY AND DATE												Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH	FICA	FEDERAL WITH-HOLDING			STATE WITH-HOLDING
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	S	M	T	W	TH	F	S										
Trade License Type & Number - OSHA 10 Certification Number				20	21	22	23	24	25	26	HOURS WORKED EACH DAY									
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8		S-TIME 40	\$ 30.75 Base Rate	1. \$ 5.80 2. \$ 3. \$ 2.01	\$1,582.80				P-xxxx	\$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		S-TIME 40	\$ 19.99 Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$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					S-TIME 8	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx
											S-TIME	\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$							
											O-TIME	\$ Cash Fringe	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 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-CP1 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**

Information Bulletin ***Occupational Classifications***

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(d).

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. If unsure, the employer should seek guidelines for CTDOL.

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.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **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 or 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 require 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 require equal composite workforce.

- **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.

- **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), decorative security fence (non-metal)).

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 hhg 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. (demolition 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, 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. 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. To include testing and air –balancing ancillary to installation and construction.

- **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**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

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.

**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.

Minimum Rates and Classifications for

ID# 20-10024

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

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

Project null

Project Town:Norwich

State#:

FAP#:

Project: Gas Mains and

CLASSIFICATION	Hourly	Benefits
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	35.72	33.16
2) Carpenters, Piledrivermen	33.53	25.66
2a) Diver Tenders	33.53	25.66
3) Divers	41.99	25.66
03a) Millwrights	34.94	26.19
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	51.0	21.80
4a) Painters: Brush and Roller	34.62	21.80
4b) Painters: Spray Only	36.62	21.80
4c) Painters: Steel Only	35.62	21.80
4d) Painters: Blast and Spray	37.62	21.80
4e) Painters: Tanks, Tower and Swing	36.62	21.80

Project: Gas Mains and

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.0	27.67+3% of gross wage
6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	35.77 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade 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)	43.62	32.06
-----LABORERS-----		
8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist	30.75	20.84
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	31.0	20.84
10) Group 3: Pipelayers	31.25	20.84
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	31.25	20.84
12) Group 5: Toxic waste removal (non-mechanical systems)	32.75	20.84
13) Group 6: Blasters	32.5	20.84
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	31.75	20.84
Group 8: Traffic control signalmen	18.0	20.84
Group 9: Hydraulic Drills	29.3	18.90
-----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.-----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	32.98	20.84 + a
13b) Brakemen, Trackmen	32.01	20.84 + a
-----CLEANING, CONCRETE AND CAULKING TUNNEL-----		

As of: February 14, 2020

Project: Gas Mains and

14) Concrete Workers, Form Movers, and Strippers	32.01	20.84 + a
15) Form Erectors	32.34	20.84 + a
----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	32.01	20.84 + a
17) Laborers Topside, Cage Tenders, Bellman	31.9	20.84 + a
18) Miners	32.98	20.84 + a
----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
18a) Blaster	39.47	20.84 + a
19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	39.27	20.84 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	37.29	20.84 + a
21) Mucking Machine Operator	40.06	20.84 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	29.51	24.52 + a
Three axle trucks; two axle ready mix	29.62	24.52 + a
Three axle ready mix	29.67	24.52 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	29.72	24.52 + a
Four axle ready-mix	29.77	24.52 + a
Heavy duty trailer (40 tons and over)	29.98	24.52 + a

As of: February 14, 2020

Project: Gas Mains and

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	29.77	24.52 + a
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----POWER EQUIPMENT 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. & Over, 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 under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; 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
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; 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	38.87	24.80 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	38.87	24.80 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	38.55	24.80 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	38.2	24.80 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	37.79	24.80 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	37.34	24.80 + a
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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	35.24	24.80 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	35.24	24.80 + a
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As of: February 14, 2020

Project: Gas Mains and

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

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 32.99 24.80 + a

Group 16: Maintenance Engineer/Oiler 32.32 24.80 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 36.76 24.80 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 34.26 24.80 + a

**NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician 48.19 6.5% + 22.00

21) Heavy Equipment Operator 42.26 6.5% + 19.88

22) Equipment Operator, Tractor Trailer Driver, Material Men 40.96 6.5% + 19.21

23) Driver Groundmen 26.5 6.5% + 9.00

23a) Truck Driver 40.96 6.5% + 17.76

----LINE CONSTRUCTION----

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.1 6.5% + 10.70

As of: February 14, 2020

Project: Gas Mains and

27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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As of: February 14, 2020

Project: Gas Mains and

Welders: Rate for craft to which welding is incidental.

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

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**

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

--Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing

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.

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.

As of: February 14, 2020

Project: Gas Mains and

~~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.

As of: February 14, 2020



City of Norwich Connecticut

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

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

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

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

Submission of Bids

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



City of Norwich Connecticut

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

Telephone Number:
(860)823-3706

Fax Number:
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<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

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

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

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

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

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

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

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

Samples

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



City of Norwich Connecticut

Department of Finance/Purchasing
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Telephone Number:
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Standard Bid and Contract Terms and Conditions

Award

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

Delinquent Tax Set Off

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

Contract

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



City of Norwich Connecticut

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

Telephone Number:
(860)823-3706

Fax Number:
(860)823-3812

<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

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

Delivery

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

Saving Clause

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

Advertising

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

Rights

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



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Standard Bid and Contract Terms and Conditions

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

NORWICH PUBLIC UTILITIES SAFETY GUIDELINES

CONTRACTOR REQUIREMENTS

1.0 Contractor Responsibilities

Introduction:

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

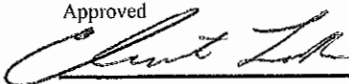
Prior to Operation:

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

2.0 Supervision of Employees

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

Approved



Date of Issue
5/19/10

Revised

Number
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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.



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CONTRACT FOR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and City of Norwich Code of Ordinances. All insurance shall be obtained from companies satisfactory to NPU.

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

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

- a. Workmen's Compensation and Employer's Liability Insurance.
- b. Bodily Injury Insurance for operations and completed operations and Contractor's Protective Bodily Injury Insurance.
- c. Property Damage Insurance for operations and completed operations and Contractor's Protective Property Damage Insurance, each including coverage for injury to or destruction of wires or pipes and similar property and appurtenant apparatus and the collapse of or structural injury to any building or structure except those on which work under the Contract is being done. Blasting and explosion coverage shall be obtained if there is a need for blasting under the Contract, and no blasting shall be performed until such insurance has been secured.
- d. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor.
- e. Personal Injury Insurance to cover claims for personal injury and including claims brought by employees.
- f. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor.
- g. Insurance to cover bodily injuries and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in connection with the prosecution of the work.

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect NPU and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or its subcontractors on the Work. The policy shall indicate NPU and any Engineer as the named insured. A copy of the policy shall be furnished to NPU and a Certificate of Insurance shall be furnished to any Engineer.

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

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

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

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

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

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

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

12. Obligations in Event of Termination:

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

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

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

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

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

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

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

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

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

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

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

- A. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees

to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, or in any manner prohibited by the laws of the United States or of the State of Connecticut; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. § 46a-56.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Norwich Public Utilities:

CONTRACTOR:

Chris LaRose
Its General Manager

Its Duly Authorized Agent

Date _____

Date _____