



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.: 7580

Due Date and Time: March 1, 2018 at 2:00 P.M.

Title: Concrete Sidewalk Repairs and Manhole Frames and Cover Adjustments

Special Instructions:

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

Sealed Bid No: **7580**

Not to be opened until **March 1, 2018 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.: 7580

Title: Concrete Sidewalk Repairs and Manhole Frames and Cover Adjustments

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: 02/6/2018

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



City of Norwich

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INVITATION FOR BIDS

Bid No. 7580

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for **Concrete Sidewalk Repairs and Manhole Frames and Cover Adjustments** until 2:00 P.M. prevailing time on **March 1, 2018** 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 cash, certified check or bid bond in the amount of five percent (5%) of the total bid is required at the time of bid.

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

<http://www.norwichct.org>

<http://das.ct.gov>

Questions regarding this bid must be submitted in writing to William R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org or by facsimile to (860)823-3812, no later than 12:00 P.M. on February 16, 2018.

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 and one (1) copy 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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Standard Bid and Contract Terms and Conditions

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by the City Purchasing Department. Telephone or facsimile Bids will not be accepted in response to an Invitation for Bids.

2. Bidders shall bear any and all costs associated with response to this invitation to Bid, including the costs for any presentation and/or demonstrations (if applicable).

3. The time and date Bids are to be opened is given in each Bid issued. Bids received after the specified time and date of Bid opening given in each Bid shall not be considered.

Bid envelopes must clearly indicate the Bid number as well as the date and time of the opening of the Bid. The name and address of the Bidders shall appear in the upper left hand corner of the envelope.

4. If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following websites:

<http://www.norwichct.org>
<http://das.ct.gov>

5. This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Norwich does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

6. Incomplete Bid forms may result in the rejection of the Bid. Amendments to Bids received by the City after the time specified for opening of Bids, shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. All Bids shall be signed by a person duly authorized to sign Bids on behalf of the Bidders. Unsigned Bids shall be rejected. Errors, alterations or corrections on both the original and copy of the Bid schedule to be returned must be initialed by the person signing the Bid or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid to the person

initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of Bid for those items erased, altered or corrected and not initialed.

7. The City of Norwich reserves the right to accept or reject any and all Bid responses, in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City will be served. Determination of the best interests of the City shall include consideration of pending civil litigation between the City and any firm submitting a Bid to the City or its subcontractor or supplier.

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

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

10. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Bid, and subject only to cash discount. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

11. Pursuant to Section 12-412 of the Connecticut General Statutes, municipalities are exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in Bid prices.

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

13. All Bids will be opened and read publicly and upon award are subject to public inspection, subject to the provisions of Section 1-210 of the Connecticut General Statutes (Freedom of Information). Copies of information resulting from any Bid opening are generally not available until a contract has been formally awarded.

14. Bid and or performance bonds may be required, if specifically required within the specifications. Bonds must meet the following requirements:

Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; **Firm or Partnership** - must be signed by all the partners and indicate they are



Standard Bid and Contract Terms and Conditions

“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 each occurrence

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

Workers' Compensation: Shall be in accordance with State of Connecticut requirements at the time of Bid. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company.

Umbrella/Excess Liability: \$2,000,000 each occurrence; \$2,000,000 aggregate and providing coverage over the Commercial General Liability, Commercial Automobile Liability and the Employer Liability section of the Workers Compensation coverage.

The City of Norwich, its officers (both elected and appointed), employees, and agents shall be named as additional insured on all policies, except Professional Liability and Workers Compensation, on a primary and non-contributory basis.

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

Samples

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

Award

17. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Purchasing Department may correct inaccurate awards resulting from clerical or administrative errors.

18. The Purchasing Department may reject any Bidders in default of any prior contract or guilty of misrepresentation or any Bidders with a member of its firm in default or guilty of misrepresentation.

Delinquent Tax Set Off

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

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

Contract

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

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

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

24. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority to purchase said commodities or services on the open market. Contractor agrees to promptly reimburse the City for excess cost of these purchases. The purchases will be deducted from the contracted quantities.



Standard Bid and Contract Terms and Conditions

25. The Bidders hereinafter referred to as persons requesting the use of city facilities of the City of Norwich, or in contracting with the City of Norwich for goods, services, materials, labor and the like with the City of Norwich and its respective officers, agents and servants agrees to indemnify, defend and save harmless from and against any and all claims, damages, losses, litigation expenses, counsel fees and compensation arising out of any injuries (including death) sustained by, or alleged to have been sustained by, the servants, employees or agents of the City of Norwich and its respective officers, agents and servants, or of the Bidders or of any participant or spectator, and from injuries including death) sustained by, or alleged to have been sustained by, the public or any persons on or near the site or on any other person or damage to property, real or personal, including property of the City of Norwich and their respective officers, agents, and servants, caused in whole or in part by the acts or omission of the Bidders or any participant or spectator or anyone directly or indirectly employed or working for the Bidders while engaged in the activity in the City of Norwich.

26. Notwithstanding any provision or language in this contract to the contrary, NPU may terminate this contract whenever it determines that such termination is in the best interests of NPU. 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 NPU 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 NPU 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 NPU. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Office of Corporation Counsel for the City of Norwich, however, no compensation for lost profits shall be allowed.

27. The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a Bid for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Norwich is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Norwich.

Delivery

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

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

30. Payment terms are net 30 days after receipt of goods or properly executed invoice, whichever is later, unless otherwise specified. A contractor may quote payment discount terms which may be considered in making the award.

Saving Clause

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

Advertising

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

Rights

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

34. The Contractor assigns to the City all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

35. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a, 4a-60g, and 46a-68b through 46a-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



City of Norwich Connecticut

Norwich Public Utilities

16 South Golden Street

Norwich, CT06360-4431

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<http://www.norwichct.org>

Standard Bid and Contract Terms and Conditions

these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

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

CONCRETE SIDEWALK REPAIRS and MANHOLE FRAMES AND COVERS ADJUSTMENTS

1. SUMMARY OF WORK

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

1. Concrete sidewalks and related concrete work
2. Manhole frame and covers adjustments
3. Installation and maintenance of hourly rate items, (stone wall repairs, miscellaneous mason related repairs, valve box adjustment with public works paving)
4. Other infrastructure work 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.

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 816, latest revision. Materials supplied by the Contractor shall conform in quality to the typical materials used by each Department and to appropriate section of DOT Form 816, latest revision. 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 two (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 the contract 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. 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.

5. MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall maintain traffic in the project area to the satisfaction of the Owner. The Contractor must maintain pedestrian and vehicular traffic and permit access to businesses, factories, residences, and intersecting streets. Where detours will be required, the Owner may require the Contractor to submit a proposed detour plan for all portions of the work to the Owner. This submittal shall be made at least seven days prior to commencing construction. It shall be the sole responsibility of the Contractor to keep the Local Agencies (including but not limited to the Police and Fire Departments) 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. MATERIAL SPECIFICATIONS

The Contractor shall furnish concrete for each job in accordance with the following specification,

10.1 RECONSTRUCT STONE RETAINING WALL

10.1.1 DESCRIPTION

The work under this section shall consist of reconstructing the existing stone retaining walls as directed by the Owner.

10.1.2 MATERIALS

Contractor shall reuse existing stone wall materials or replace existing material in kind if damaged. Replacement materials are subject to the approval of the Owner.

Crushed Stone shall be 3/4 inch in size conforming to the requirements of Article M.01.01. Crushed stone gradation table of the standard specifications, Form 816. Crushed stone shall be free from dust, foreign matter and organic material.

10.1.3 CONSTRUCTION METHODS

The stone wall shall be replaced to existing dimensions and installed straight and sturdy.

10.1.4 MEASUREMENT AND PAYMENT

The cost of this work shall be paid for as Time and Material.

10.2 CONCRETE SIDEWALKS, DRIVEWAYS AND RAMPS

10.2.1 DESCRIPTION

The work under this section shall be the construction of new concrete sidewalks, and of the replacement or extension of existing sidewalks damaged or removed by construction under other work. They shall be constructed on a gravel base course at the locations and to the dimensions and details shown on the contract drawings or as ordered by the Owner.

10.2.2 MATERIALS

10.2.2.1 CONCRETE

Materials for this work shall conform to the requirements of Article M.03.01 of Form 816. Sidewalks and pedestrian ramps shall be Class "F" Concrete. Concrete shall have a minimum compressive strength of 4,000 psi at 28 days.

10.2.2.2 EXPANSION JOINT

Performed Expansion Joint Filler shall comply with the provisions of ASTM D 1751 (AASHTO M 213).

10.2.2.3 ADMIXTURES

Air-entraining admixtures shall conform to Article M.03.01 of the Standard Specifications.

10.2.2.4 GRAVEL

Gravel for the base course shall conform to Article M.02.01 of the Standard Specifications for gravel fill.

10.2.2.5 REINFORCEMENT

Reinforcement where indicated on the Contract Drawings shall conform to the requirements of Article M.06.01 of the Standard Specifications.

10.2.2.6 EPOXY

Epoxy for dowels shall be Hilti H-150, or approved equal

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

10.2.2.7 BONDING AGENT

Bonding agent on saw cut surfaces shall be Sika Armatcc 110 bonding or approved equal.

10.2.2.8 CONCRETE SEALER

Concrete sealer shall be water based low VOC, environmentally friendly spray or roll on sealer. Sealer shall be formulated for exterior use on floors or other walking surfaces. Sealer shall be L.M. Scofield Cementone Clear Sealer, BASF Concrete and Masonry Sealer, W.R. Meadows VOCOMP-25 Curing & Sealing Compound, or approved equal.

10.2.2.9 DETECTABLE WARNING STRIPS

Detectable warning strips shall conform to the details shown on the Contract Drawing and to the requirements of sections 4.7.7 and 4.29 of the ADA Standards for Accessible Design.

10.2.3 CONSTRUCTION METHODS

Installation of concrete sidewalks shall follow the applicable portions of Article 9.21.03.

Concrete sidewalks shall be cured and protected in conformity with the requirements of Article 4.01.03 for concrete pavement.

After concrete has cured for a minimum of 28 days, all exposed concrete surfaces shall be sealed with a spray on or roll on concrete sealer installed per the manufacturer's recommendations. Adjustments to the cure duration may be made with prior approval from the Engineer and Manufacturer.

10.2.4 MEASUREMENT AND PAYMENT

This work will be measured for payment by the actual number of square feet of completed and accepted concrete sidewalk to the thickness and width in field.

Any sidewalks, driveways, driveway ramps and/or pedestrian ramps, which during the course of construction are damaged by negligent operations of the Contractor, shall be repaired or replaced by the Contractor at his own expense as directed by the Engineer. Said repairs/replacements will not be measured for payment.

Saw cutting and removal of existing sidewalk, excavation, backfilling and disposal of removed concrete or other surplus material will be paid for under other unit price items.

Gravel Base: This work will not be measured for payment, but the cost shall be considered as included in the price bid for the sidewalk, driveway, driveway ramp or pedestrian ramp.

Reinforcement: This material will not be measured for payment but the cost included in the price bid for the sidewalk, driveway, driveway ramp or pedestrian ramp.

Concrete Sealer: This material will not be measured for payment but the cost included in the price bid for the sidewalk, driveway, driveway ramp or pedestrian ramp.

This work will be paid for at the contract unit price per square foot for "Concrete Sidewalk, Driveways and Ramps" complete in place, which price shall include all gravel base, concrete, expansion joints, reinforcement, curing and all materials, equipment, tools, labor and work incidental to or necessary for the completion of the work.

The contractor shall include in the cost of this construction all resetting to grade existing or newly constructed grates, frames, covers, water gates, valve boxes, access covers, and other items which normally must have a fixed relationship to finished grade.

10.3 CONCRETE CURBING

10.3.1 DESCRIPTION

The work under this Section shall be the construction of concrete curbing on the edge of the pavement in conformance with these specifications to the dimensions and details as shown on the Contract Drawings at the locations directed by the Owner or Engineer.

10.3.2 MATERIALS

The concrete for cast-in-place or slip formed curbing shall be Class "F" concrete conforming to the requirements of Article M.03.01. Joint filler shall conform to the requirements of Article M.03.01. The concrete for precast concrete curbing shall have minimum compression strength of 4,000 psi at 28 days and entrained air unless otherwise approved by the Owner. The material for the precast concrete shall conform to Article M.03.01.

Concrete sealer shall be water based, low VOC, environmentally friendly spray or roll on sealer. Sealer shall be formulated for exterior use on floors or other walking surfaces. Sealer shall be L.M. Scofield Cementone Clear Sealer, BASF Concrete and Masonry Sealer, W.R. Meadows VOCOMP-25 Curing & Sealing Compound, or approved equal.

10.3.3 CONSTRUCTION METHODS

Construction methods shall conform to the requirements of Form 816, Article 8.11.03 and any other applicable articles.

Curbs shall be cured and protected per the requirements of Form 816, Article 8.11.03.4.

After concrete has cured for a minimum of 28 days, all exposed concrete surfaces shall be sealed with a spray on concrete sealer installed per the manufacturer's recommendations. Adjustments to the cure duration may be made with prior approval from the Engineer and Manufacturer. Precast concrete does not require sealer.

10.3.4 MEASUREMENT AND PAYMENT

Concrete curbing shall not be measured for payment, but the cost shall be considered as included in the price bid for the single pour curb and sidewalk, driveway, driveway ramp or pedestrian ramp as directed by the Engineer. Concrete curbing not in the immediate area of construction which is damaged by the Contractor's negligence shall not be measured for payment. Said price shall include installation of forms, all materials, labor and equipment necessary to satisfactorily complete the work.

INFORMATION TO BIDDERS

1. CONTRACT PERIOD

This bid is for the remainder of the 2018 calendar year with two one-year extensions negotiated at the option of the Owner.

2. PREPARATION OF BID

Each Bid must be submitted on the prescribed forms included with these documents. All blank spaces for bid prices must be filled in, in ink or typewritten, with the information requested or with the notation 'N/A' for not applicable. 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.

Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to the instructions in this specification, shall be rejected. Conditional bids will not be accepted

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 cost of doing the work included in such item. The Owner reserves the right to reject any bid that appears unbalanced and is likely to affect the interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

3. 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 and the Specifications.

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

4. INFORMATION SUPPLIED TO BIDDERS

The owner shall provide to bidders prior to bidding, all information that is pertinent to, and delineates and describes, the work to be done. The Contract Documents contain the provisions required for completion of the work. Information obtained from any officer, agent, or employee of the owner shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

5. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to: William R. Hathaway, Purchasing Agent, at whathaway@cityofnorwich.org or by facsimile to (860)823-3812. Requests must be submitted at least 5 days prior to the date fixed for the opening of bids. 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, no later than three (3) days prior to the date fixed for the opening of bids and found on one the following websites:

1. www.norwichct.org
2. www.das.state.ct.us

Addenda so issued shall become a part of the Contract Documents

6. BID MODIFICATION

Any bidder may modify his bid by electronic communication at any time prior to the scheduled closing time for receipt of bids, provided the Owner receives the communication prior to the closing time. The electronic communication should not reveal the bid price but should provide the addition or subtraction or other modifications so that the Owner will not know the final prices until the sealed bid is opened.

7. CORRECTIONS

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

8. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or electronic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for the opening. 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.

9. 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.

10. OBLIGATIONS OF THE BIDDER

Bidders must satisfy themselves by personal examination of the 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. 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 about 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 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.

12. 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.

13. METHOD OF AWARD-LOWEST QUALIFIED BIDDER

The term "lowest responsible bidder" shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity and experience necessary for the faithful performance of the work. The Owner reserves the right to award the work based upon information contained in the **Statement of Bidders Qualifications** submitted with their bid. Cost shall not be the sole determining factor in the selection process, however, cost will be a significant factor in the selection and will be the determining factor if two or more bids are equal or near equal in desirability.

If, at the time this Contract is awarded, the lowest bid submitted by a qualified bidder does not exceed the amount of funds then estimated by the owner as available to finance the Contract; the Contract will be awarded to that bidder. If the bid exceeds such amount, the owner expressly reserves the right to increase or decrease any class, item, or part of the work. This reservation includes the omission of any such item, items, class, or part of the work as may be decided by the owner at prices submitted by the bidder to bring the Contract within available funds; or the owner may reject all bids.

14. EXECUTION OF THE AGREEMENT

The successful bidder and the owner will execute a Contract in the form set forth hereinafter. 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 necessary Agreement and bond forms shall accompany the Notice of Award.

15. 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.

16. 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.

17. UNCERTAINTY OF QUANTITIES

Any quantities listed in the bid (proposal) are approximate and are used to compare bids and to indicate approximately the total amount of the Contract. Notwithstanding any projections contained in this request for proposals, the Owner makes **no commitment** on the amount of work. 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 quantity under certain items may be materially greater or less than that given in the bid.

Only such quantities of the respective items of work actually performed and accepted will be paid. 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.

18. CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any undue 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.

19. PAYMENT SCHEDULE

Payment for the work will be made when the work outlined in the specifications is performed in accordance with the terms stated herein. The Contractor shall submit a report of work completed weekly; Requests for Payment for work done may be submitted either weekly or monthly. Invoices shall be prepared in prescribed form by the Contractor and submitted to the Owner for checking and certifications. The completed data collection forms provided by the Owner must accompany all requests for payment.

All contract payments are subject to appropriation by Norwich Public Utilities on an annual budget basis.

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

22. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws and municipal ordinances for the work and the rules and regulations of all authorities having jurisdiction over the work 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.

23. TAXES

The City of Norwich is 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.

24. 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.

BID PROPOSAL
NORWICH PUBLIC UTILITIES
NORWICH, CONNECTICUT

CONCRETE SIDEWALK REPAIRS and
MANHOLE FRAMES AND COVERS ADJUSTMENTS

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

FROM: _____

The undersigned, having familiarized (himself, itself, themselves) with the Bid Document for the **Concrete Sidewalk Repairs and Manhole Frames and Cover Adjustments**, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, 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 submitted in response to Bid 7580.

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.

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.

A. Scope of work for unit price bid items:

- Earth excavation as needed
- Transportation and installation of materials
- Compaction
- Form, pour and finish concrete sidewalk, forms to be strip and backfill next business day
- Back-filling
- De-watering
- Erosion and sedimentation control
- Maintenance and protection of traffic
- All appropriate safety equipment

B. Scope of work NOT for unit price bid items:

- Rock removal greater than 1 CY
- Concrete roadway base removal

C. Items provided by NPU:

- Flaggers
- Frame and covers
- Grade rings
- 4" steel pre filled bollards and 6" sch 40 steel pipe, concrete filled in place bollards, sono tubes, bagged concrete, and bollard sleeves

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

Work requests by the City not covered by the bid shall be negotiated between the City and successful bidder. The contractor shall submit an estimate to Coordinator before Notice to Proceed is given. NPU shall verify all measured lengths for purposes of payment.

Item 1: For concrete patching - 12" x 12" concrete: (curb box repair) _____ EA

Item 2: For sidewalk repairs – average 5" thick – Removal of existing concrete sidewalk or temporary patch and dispose, compact base, add processed gravel as needed, form, install reinforcing as needed, furnish and place concrete, finish to match existing and remove forms and backfill (per location)

a. 1 – 16 SF per SF _____

b. 16- 48 SF per SF _____

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

c. 48-200 SF per SF _____
d. Greater than 200 SF per SF _____

Item 3: For single pour concrete curb and sidewalk repairs – average 5” thick –Removal of existing concrete sidewalk or temporary patch and dispose, compact base, add process gravel as needed, form, install reinforcing as needed, furnish and place concrete, finish to match existing and remove forms and backfill (per location)

a. 1 – 16 SF per SF _____
b. 16 - 48 SF per SF _____
c. 48-200 SF per SF _____
d. Greater than 200 SF per SF _____

Item 4: For concrete driveway apron – average 8” thick –Removal of existing concrete sidewalk or temporary patch and dispose, compact base, add processed gravel as needed, form, install reinforcing as needed, furnish and place concrete, finish to match existing and remove forms and backfill (per location)

a. Driveway apron as noted above per SF _____

Item 5: Saw Cut Road per LF _____

Item 6: Furnish and Install 2' x 4' ADA tile (warning tile) per Ea _____

Item 7: Furnish and Install granite curb per LF _____

Item 8: Reset granite curb per LF _____

Item 9: Reset / Raise Manhole frame and cover: jackhammer and / or use of a manhole saw cutter - saw cut at a minimum of 12” around frame and cover, remove frame and cover, raise to grade with brick and mortar, reset/ replace frame and cover (existing or new), tack and pave. NPU to provide new frame and cover as needed.

Raise 0 to 6” per Ea _____

Raise 6" to 12" per Ea _____

MISCELLANEOUS

The following bid items shall be measured and paid for by the City upon the City's prior authorization. Transportation of the items means pick up and delivered to the job site and/or pick up and removal from the job site, which ever applies for pricing purposes.

Item 10: Install loam & seed for lawn surface per SF _____

Item 11: Furnish and Install 9" Pavement per SY _____

Item 12: Furnish and Install 4" Pavement per SY _____

Item 13: Install 4" bollard (residential application) per Ea _____

Item 14: Install 6" bollard (commercial application) per Ea _____

Item 15: Percent (%) markup for material not supplied by City and not listed in above line items _____

Item 16: Hourly Rates – for misc work

A. Labor

1. Foreman	per Hour	_____
Emergency/ Off Hour Premium	Additional	_____ %
Pre-scheduled Night work	per Hour	_____
2. Mason	per Hour	_____
Emergency/ Off Hour Premium	Additional	_____ %
Pre-scheduled Night work	per Hour	_____

Norwich Public Utilities

Concrete Sidewalk Repairs and
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3. Laborer	per Hour	_____
Emergency/ Off Hour Premium	Additional	_____ %
Pre-scheduled Night work	per Hour	_____
4. Equipment Operator	per Hour	_____
Emergency/ Off Hour Premium	Additional	_____ %
Pre-scheduled Night work	per Hour	_____

Item 17: Equipment

A. The following equipment is to be bid:

1. Combination Backhoe Loader or Mini-excavator per Hour _____
4. 2-3 CY Dump Truck per Hour _____
5. 6-8 CY dump truck per Hour _____
5. Skid steer loader per Hour _____
6. Full Tool truck with tools listed below per Hour _____
8. Steel Plates per Hour _____
9. Pick Up truck per Hour _____
10. Tow behind compressor per Hour _____

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

Item 6: 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, shovels, rakes, lutes, forms, concrete finishing tools and anything else required to complete the type of work stated in the 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 or specifications, he shall submit a list of said suppliers as part of this proposal. If no list is included in the proposal, it shall be concluded by the City that the Contractor will use only those suppliers listed on the drawings. An "or equal" supplier shall be included on the submitted list.

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

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

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

The Bidder acknowledges the receipt of the following Addenda;

Addendum No. _____, dated _____

Addendum No. _____, dated _____

Addendum No. _____, dated _____

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

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any 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 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

CONCRETE SIDEWALK REPAIRS and
MANHOLE FRAMES AND COVERS ADJUSTMENTS

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:

By: _____

(Corporate Principal)

(Business Address)

Affix
By: _____ Corporate
Seal

Attest:

(Corporate Surety)

Affix
By: _____ Corporate
Seal

Countersigned

by _____

Attorney-in-Fact, State of _____

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

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

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 ____

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

NONDISCRIMINATION IN EMPLOYMENT

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

Signed _____

Title

Subscribed and Sworn to before me

this _____ day of _____ 20 ____.

Title

My Commission expires , 20 .

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.

Norwich Public Utilities

Concrete Sidewalk Repairs and
Manhole Frames and Covers Adjustments

12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. Will you, upon request, fill out a confidential detailed financial statement and furnish any other information that may be required by the OWNER?
15. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner or representative in verification of the recitals comprising this Statement of Bidder's Qualifications.

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

(Name of Bidder)

By _____

Title _____

State of _____

) ss.

County of _____

)

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

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

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

Notary Public

My Commission expires _____ 20 ____.

PROPOSED SUBCONTRACTORS

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

If none, write "None" _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

*Description of Work _____

Proposed Subcontractor, Name _____

Address _____

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

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

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

Bidder _____

(Fill in Name)

By _____

(Signature and Title)

PROPOSED SUPPLIERS

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

If none, write "None" _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

*Description of Material _____

Proposed Supplier, Name _____

Address _____

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

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

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

Bidder _____

(Fill in Name)

By _____

(Signature and Title)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

(Corporate Seal)

Title: _____

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The specifications, and addenda enumerated in the General Conditions, Special Conditions the Advertisement for Bid, the Information for Bidders, and the Bid Proposal as accepted by the Owner, shall be binding upon the parties to this Agreement as if fully set forth therein.

Whenever the term Contract Documents is used it shall mean and include the conditions, specifications and addenda. 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. 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 he has carefully examined the specifications and addenda, if any, and that from his own investigations, he has satisfied himself as to the nature 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.

3. CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the specifications and any supplements thereto, and according to any directions or orders given by the Owner unless otherwise stipulated. He shall furnish all supplies, equipment, tools and anything else necessary or proper to perform and complete the work required by this contract, except for those items furnished by the owner. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, equipment, 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 shall perform the 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 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 indicated, or on account of the weather, elements, or other causes.

4. 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.

5. QUALIFICATIONS OF CONTRACTOR

The Contractor shall have a minimum of five (5) years' experience in replacing existing pavement in roadways including milling, installing concrete lip curbing, installing permanent and temporary pavement and overlay on surfaces related to this work.

6. COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced workers 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.

7. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor shall arrange his work in such a manner as to 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 clean frequently all refuse, scrap, and debris caused by his operations, and to dispose of same as called out in the Special Conditions, so that the work site is maintained in a neat, workmanlike appearance.

- d. Before final payment, to remove all debris of any nature resulting from his operations and to dispose of same, so that the site is left in a neat, orderly, and workmanlike condition.

8. PROTECTION OF WORK AND PROPERTY

- 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.

9. GENERAL WARRANTY

Neither payment for work performed nor any provision in the contract documents 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 resulting therefrom, at no additional cost to the Owner. The Owner will give notice of observed defects with reasonable promptness.

10. 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.

11. SUBCONTRACTORS

If subcontractors are employed, they shall be paid for at the established prices in the Proposal without further markups. All subcontractors must be capable of performing the work to the satisfaction of the Owner and shall be held to the same qualifications and standards as the Contractor.

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.

12. 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 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.

13. 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.

14. SAFETY AND HEALTH REGULATIONS

The Contractor shall take necessary precautions for the safety of his employees, his subcontractor's employees, the Owner's employees and representatives, and the public during the duration of the Contract.

If the Contractor, in the Owner's opinion, fails to provide a safe condition at the work 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 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.

The Contractor shall perform all work in accordance with the Norwich Public Utilities' Safety guidelines included in this document.

These contract documents are to be governed, at all times, by the applicable provisions of the Federal law(s) including but not limited to the following:

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

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

15. THE OWNER'S AUTHORITY

The Owner shall give all orders and directions considered under this contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the equipment that are to be used under this contract. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects. The Owner's 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.

16. INSPECTION

The Owner shall have the right, at its own expense, to inspect all written licenses, permits, or approvals issued to the Contractor which are applicable to this contract, inspect all work covered by this contract and inspect or audit any of the Contractor's or Subcontractor's records and accounts pertaining to this contract.

17. 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.

18. SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the work associated with this contract. The primary, or successful bidder, shall understand that in the event of an emergency, or if so many projects are occurring simultaneously that their workers and equipment cannot do the work, the Owner reserves the right to call upon the secondary bidder for the use of their workers and equipment.

19. 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. Illegal substances or drugs of any kind unless ordered by a physician are prohibited. Any employee found using spirituous liquors, illegal substances or drugs of any kind unless ordered by a physician shall be immediately discharged.

20. 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.

21. CLAIMS FOR ADDITIONAL COMPENSATION

The contractor shall perform and provide services under the contract and shall not be entitled to any compensation in addition to the amount provided under the contract for the term of the contract.

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

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

SPECIAL CONDITIONS/SPECIFICATIONS

1. BIDDER'S EQUIPMENT

The bidder's equipment shall be of good quality and maintained in good working condition to preclude any unnecessary breakdowns causing job delays. The Owner is not responsible to pay for delays resulting from equipment breakdown.

2. AVAILABILITY OF CREWS

Contractor shall follow instructions for executing work as outlined by the Owner, his foreman or agent in charge of such work, or the Director of Public Works, his foreman or agent in charge of such work. The Contractor's employees shall work under the same safety rules and conditions that apply to the employees of the Owner.

The bidder shall be available for routine assignments Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m. Some after hour work may be required.

3. OWNER TO DEFINE PROJECT AREA

When work is assigned as a project, the entire area shall be considered a single project. Work shall be assigned by addresses and project if applicable; payment will be made by project area.

4. 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.

5. PERMITS AND RIGHTS-OF-WAY

The Owner will secure all necessary rights-of-way for the proper completion of the work to the Contractor. Where permits are required in areas of public dedication or easements must be obtained across private property, the Owner shall provide to the Contractor information that describes the land owned and rights-of-way acquired, along with any special conditions that must be satisfied by the Owner or the Contractor.

The Contractor shall abide by all regulations and conditions stipulated in all permits granted to the Owner, and whether on public or private property, such conditions and requirements are hereby made a part of this contract. Failure of the Contractor to examine permits granted to the Owner shall not relieve the Contractor from compliance with the requirements stated herein.

The Owner will provide no right-of-way over adjacent property, and the Contractor shall not enter upon private property for any purpose without obtaining permission from the property

owner. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction or storage of materials.

It shall also be the responsibility of the Contractor, prior to commencing work on easements through private or public property, to inform the property owner of his intent to begin the work.

6. 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. **Information on work completed shall be documented on a form provided by the Owner and shall be turned into the Owner weekly.**

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.

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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

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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.

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- 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.

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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

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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.