

**CITY OF NORWICH**  
NORWICH PUBLIC UTILITIES

**BID # 7315**

**REPAIRS TO 2nd ST. HYDRO UNITS**

Sealed bids for rewinding AC stators, overhauling rotors and excitors at the 2nd St. Hydro Units will be received at the Office of the Purchasing Agent at City Hall, 100 Broadway, Norwich, Connecticut 06360 until 2:00 P.M., on January 12, 2012 prevailing time, at which time they will be publicly opened and read aloud.

**Bid surety in the form of cash, a certified check or bid bond in the amount of five percent 5% of this bid is required.**

Copies of the Specifications may be obtained at the Purchasing Office at 100 Broadway, Norwich, CT or online at the State of Connecticut DAS Web Portal or at the City of Norwich web site [www.norwichct.org](http://www.norwichct.org) by clicking on Public Bids/Proposals.

Questions regarding this bid should be directed to Ms. Tammy Petersen, Purchasing Supervisor, Norwich Public Utilities at [tammypetersen@npumail.com](mailto:tammypetersen@npumail.com). There will be a **MANDATORY** pre-bid conference at the site on Tuesday, January 3, 2012 at 10:00 AM.

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

No Bidder may withdraw their bid within 60 days after the actual date of bid opening thereof. Should there be reason why the contract cannot be awarded within the specific period, this time may be extended by mutual agreement between the City and the designated, qualified low Bidder.

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

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

Responding bidders must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, age, handicap, familial status, sex, or national origin.

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PURCHASING AGENT

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

BID # 7315  
NORWICH PUBLIC UTILITIES  
REWINDING 2<sup>ND</sup> ST AC STATORS, OVERHAUL ROTORS AND EXCITERS

It is the intent of Norwich Public Utilities (NPU) to solicit bids to repair our 2<sup>nd</sup> street hydro units. We may elect to have both units repaired, or selected components repaired. The facility is located at 393 North Main St., specifically behind Atlantic Carton Company.

A. Type of Work Stator

1. Load and transport stator to overhaul facility.
2. Stator will be inspected in detail and data recorded to indicate condition of windings, installation of current windings, RTD locations if any, and the slot number will be taken and recorded. Details of the inspected stator shall include any damage, loose laminations, air vent support plates, finger plates core bolts, sharp edges and any other abnormalities.
3. Remove old stator windings and insulation and send winding sample to winding manufacturer; also provide to manufacturer stator slot dimensions. Winding manufacturer will provide new coils and enough extras to make future repairs if needed.
4. Any minor damaged core areas will be repaired. Stator core and housing will be cleaned, baked, tested and painted. Cleaning shall be by hand and the use of CO<sub>2</sub>.
5. Test all coils prior to installation and provide data. Coils shall be installed and wedged in groups, coils will be Hi-pot tested prior to making connections.
6. An insulation class of F or better will be used on the new windings.
7. After complete installation of windings, testing shall be performed to ensure all connections are correct and properly insulated and data provided. Testing will include resistance and megger checks.
8. The exterior of the stator will be painted.
9. Install Strip heaters and associated wiring and controls.
10. Load and transport stator back to 2<sup>nd</sup> street hydro.

B. Type of Work Rotor

1. Rotor will not be removed but overhauled in place.
2. Perform initial electrical testing of rotor to include Voltage Drop, Pole Resistance and Insulation resistance.
3. Clean and inspect Rotor. Clean using hand and CO<sub>2</sub>.
4. After cleaning perform another set of electrical testing as above.
5. Replace rotor leads.
6. Paint rotor using insulating paint.
7. Perform final electrical tests as above.

C. Type of Work Exciter

1. Load and transport exciter to overhaul facility
2. Perform initial electrical testing of field and armature.
3. Perform detailed visual inspection to include poles, connections, leads, banding and core.
4. Clean and bake field and armature.
5. Turn, undercut, chamfer, polish and balance armature.
6. Paint field and armature with insulating paint.
7. Prep and paint frame assembly.
8. Load and transport exciter to 2<sup>nd</sup> street hydro.

D. Work performed by NPU

1. NPU will disassemble units and place the stator and exciter on the loading dock at 2<sup>nd</sup> street hydro.
2. NPU will pick up repaired stator and exciter from the loading dock at 2<sup>nd</sup> street hydro and reassemble the units.

**BID ITEMS**

All work shall be performed in accordance with the City's specifications, Norwich Public Utilities (NPU) Regulations, and all applicable Federal, State, and Local codes and Standards as amended.

Work requests by the City not covered by the bid shall be negotiated between the City and successful bidder. A walk through of the proposed job shall be performed with the IVPU engineer and the contractor. The contractor shall submit a written estimate to NPU before a notice to proceed will be given.

Pricing

Item #	Item	Quantity	Price
1	Stator Rewind	1	_____
2	Rotor Overhaul (in place)	1	_____
3	Exciter Overhaul	1	_____
4	Stator Rewind, Rotor & Exciter Overhaul	one complete unit (Package Price)	_____
5	Stator Rewind, Rotor & Exciter Overhauls	two complete units (Package Price)	_____
6	Install strip heaters (Including wiring & controls)	1	_____
7	Install strip heaters (Including wiring & controls)	both units	_____
8	Install strip heaters (No wiring or controls)	1	_____

## **GENERAL CONDITIONS**

### **Term:**

The contract shall become effective when executed by both parties and shall continue in full force and effect until the completion of the work and the expiration of all guarantees, warranties and indemnities provided.

### **Scope of Work**

The intent of these General Conditions is to outline in general the rights and responsibilities of Norwich Public Utilities (NPU), NPU's Representative (any engineer or inspector whom NPU may designate to inspect, test or oversee the work), and Contractor, and to establish policies and procedures to be followed during the execution of this Contract. Included in these General Conditions are the general requirements that must be satisfied before the work covered by the Contract can be considered complete. Any modifications to these conditions, which are special to the particular project under considerations, will be made in the Special Conditions or Addenda.

The Contractor agrees to perform all the work and do all that is necessary to the work in accordance with the Contract including all Contract Documents. The Contractor assumes full responsibility for the work until its acceptance by NPU.

### **Familiarity with Work**

The Contractor represents that it has fully acquainted itself with, and has carefully examined all document and conditions relevant to its work to insure that they are sufficient to properly complete the work; all relevant plans, surveys, measurements, dimensions, calculations, and estimates to be sure that they contain no errors or inaccuracies; the nature and location of the work, the character if equipment, materials and facilities needed preliminary to and during the prosecution of the work; the general and local conditions (including environmental conditions and labor relations); and all other matters which can in any way affect the work and its cost under the Contract.

Lack of knowledge of any of the foregoing matters shall not constitute an excuse for delay or failure of performance under the Contract, nor shall it justify any increase in the price as determined under the Contract.

The Contractor hereby represents that it has all information and documentation with respect to equipment, materials, facilities or any other matters which are or will be necessary to enable the Contractor to safely and reliably perform the work.

Except as is otherwise specified within the Contract, all loss or damage to the Contractor arising out of its performance of the work whether due to the elements, unforeseen circumstances, and subsurface conditions or otherwise, shall be sustained and borne by the Contractor at its sole cost and expense. NPU makes no warranty regarding the detail, accuracy, or completeness of the Contract Documents.

### **Changes in Work**

NPU reserves the right to make minor changes or alterations in the work from time to time, or to order additions, deletions or revisions in the work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. If NPU authorizes a change which adds to or decreases the cost of the work, the Contractor shall proceed with the work as changed, and NPU shall, in its sole discretion, adjust the price by (1) a mutually agreed upon lump sum or unit price, (2) a unit price as set forth in the Contract or, (3) in accordance with the following:

- Reimbursement for all labor, based on the actual direct verifiable amount of time expended in performing the changes at the rates set forth in the Contract;
- Reimbursement for equipment, based on the actual direct verifiable amount of time expended in performing the changes at the rates set forth in the Contract and including costs for fuel, oil, grease, repair, parts, service and maintenance;
- Reimbursement for rental of equipment not set forth in the Contract based on the actual verifiable cost for rental and necessary attachment, to the extent actually incurred in performing the changes plus the hourly operating cost found in the Rental Rate Blue Book for Construction Equipment. (Reimbursement for any equipment or tools with a new cost of five hundred dollars (\$500) or less each, shall not be allowed);
- In the event that the Contractor is to be paid pursuant to the above factors, the Contractor shall furnish NPU with itemized daily work reports documenting the costs requested.
- If NPU authorizes a change in the work which decreases the amount and cost of the work, such decrease shall not constitute a basis for a claim by the Contractor for any loss or damages including anticipated profit,
- NPU shall not accept any changes made by the Contractor after final payment is made.

### **Temporary Suspension of the Work**

NPU shall have the authority to suspend the work wholly or in part for such period(s) as may be deemed necessary due to unsuitable weather or other conditions considered unfavorable for performing the work. No allowance will be made for such suspension of work except an equivalent extension of time for completion of the Contract.

### **NPU's Right to do the Work**

NPU reserves the right to perform additional work related to the Project with its own forces or may let other direct contracts in connection with this work, provided said contracts shall contain General Conditions similar to these. The Contractor shall afford other such Contractors or NPU, reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

## **Standard of Performance and Warranties**

The Contractor shall provide all supervision and labor necessary for performing the work. The Contractor and all subcontractors shall employ only competent and experienced personnel. Whenever required by federal state or local statutes, laws, rules regulations, by-laws, or ordinances, or other applicable governmental approval, the Contractor shall employ only licensed and properly trained personnel in the performance of the work. In the event that NPU believes that any of the Contractor's personnel are objectionable, NPU shall notify the Contractor and the Contractor shall promptly investigate and take corrective action as needed, up to and including removal of such personnel and replacement with personnel approved by NPU.

All work under this Contract shall be done in a professional and workmanlike manner, and to the complete satisfaction of NPU or its representatives. It shall be performed with standard care, skill, and diligence consistent with recognized and sound construction practices and procedures.

The Contractor shall provide the materials, tools, equipment, and subcontracted items for the performance of the work as set forth in the Project Specifications. The Contractor shall ensure that such equipment and material shall be new, of current production, fit for the purpose for which they are intended, of size, capability, and materials sufficient to meet in all respects the requirements and conditions specified in the Contract. The Contractor guarantees the strength and quality of the materials used, and agrees to replace any defective or imperfect material or workmanship with material or workmanship satisfactory to NPU requested within twelve (12) months after completion. The Contractor shall be solely responsible for storage and protection of equipment and material, whether NPU or Contractor furnished, against deterioration, corrosion damage, or vandalism in accordance with this Contract and all manufactures recommendations.

Materials shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the specification without NPU's prior written approval.

Any defective or imperfect work or material shall be removed immediately and replaced by the Contractor at its sole cost to the complete satisfaction of NPU. In the event of failure to do so, NPU may do such work at the expense of the Contractor and without limiting other remedies available may offset the cost of such work against any payments otherwise owing to the Contractor.

The Contractor will promptly notify NPU in the event it and or its facilities lose the permits licenses, approvals or other authority to perform the work during the term of this Contract.

The Contractor agrees to secure all necessary permits, licenses, and approvals and shall comply with all federal state or local statutes, laws rules, regulations, by-laws, ordinances or other governmental authorities in any way relating to or applicable to, the conduct of the work, the materials used, or the labor used.

The Contractor shall not enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health or air, water or noise pollution laws or regulations relating to the Contract or to the performance thereof without NPU's prior written consent.

The Contractor shall be responsible to repair or replace at its own cost any damages that it causes to any NPU facility resulting from performance of the work. In the event of failure to do so, NPU may do such work at the expense of the Contractor and without limiting other remedies available may offset the cost of such work against any payments otherwise owing to the Contractor.

### **Employment of Labor**

The wages paid to mechanics, laborers or workmen employed upon the work herein contracted to be done shall be at a rate equal to the rate of wages prevailing for the same work in the same trade or occupation in the Norwich area as determined by the labor Commissioner of the State of Connecticut.

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 and demolition projects with total cost of less than \$100,000.
- To public works new construction with a total cost of less than \$400,000.

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

For all projects with a total cost greater than \$100,000 the Contractor shall provide certified payroll sheets to NPU that include all employees involved with the project for each payroll period during the course of the project.

### **Time of Performance**

The Contractor agrees to commence the work at the time specified and to carry it on continuously with such diligence that the work will be completed on schedule.

The time to complete this work shall be 6-8 weeks per unit after receipt of a notice to proceed.

The Contractor shall submit a schedule and scheduling progress and update information as required and set forth in the Contract.

The Contractor shall maintain a labor force of sufficient size and competence to conform to and complete all work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by NPU.

If at any time during the term of the Contract, in the opinion of NPU, the Contractor does not meet the schedule as agreed in the Construction Schedule, NPU may for each incident of delay, at no additional cost to NPU:

- Require the Contractor to conform to the schedule by working additional shifts and/or additional days and/or increase its manpower, supervision, tools, and/or equipment and/or
- Treat such failure as a material breach and terminate the Contract and recover damages.

If the Contractor incurs delays and believes that changes in the Project or conditions beyond the Contractor's control are the cause of the delay, the Contractor shall provide written notice to NPU and if NPU agrees with the Contractor, NPU will approve an extension of time for completion of the work. Such extensions shall not include any additional payment for extended overhead.

### **Materials and Equipment**

Unless otherwise specified, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature necessary to execute, complete and deliver the work within the specified time. All materials shall be new and of the best quality and workmanship. Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with manufacturer's directions.

Materials and equipment shall be stored and handled as to insure the preservation of their quality and fitness for the work. They shall be transported to the worksite from storage in a manner that will prevent loss or segregation of materials after loading so that there may be no inconsistencies in the quantities of materials as received at the place of operation. The Contractor shall be solely responsible for the safety and protection of all materials stored for the work and shall be responsible for all losses due to theft or any other reason. The Contractor shall pay all expenses in connection with acquiring and maintaining suitable storage locations.

The Contractor shall be responsible for furnishing sufficient quantity of tools and equipment of a capacity and type which shall safely perform the work specified, and he shall be solely responsible for the care preservation, conservation and protection of all such tools and equipments. All tools, materials and equipment shall be maintained and used in a manner which will not create a hazard to persons or property or cause a delay in the progress of the work.

### **Permits and Rights-Of –Way**

NPU 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, NPU 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 NPU or the Contractor.

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

It shall be the responsibility of the Contractor to preserve all public property, trees, monuments, structures and improvements, along and adjacent to the street and or right-of-way, and the Contractor shall use every precaution necessary to prevent damage or injury to that property.

It shall also be the responsibility of the Contractor, prior to the installation of construction on easements through private or public property, to inform the property owner of his intent to begin construction. The Contractor shall abide by all regulations and conditions stipulated in any and all permits granted to NPU, whether on public or private property, any such conditions and requirements are hereby made a part of these General Conditions. Failure of the Contractor to examine permits granted to NPU shall not relieve the Contractor from compliance with the requirements stated herein.

The Contractor shall, if required by the City, County, or State, provide a bond in the amount and form designated before commencing work.

### **Protection of Work and Property**

The Contractor shall take proper means to protect and safely guard NPU's property from injury or loss in connection with this contract. The Contractor shall at all times safely guard and protect from damage his own work, and that of adjacent or adjoining property or properties in any way encountered which might be injured or seriously affected by any process of construction to be undertaken. All passageways, guard fences, lights or other facilities required for protection by State or Municipal laws and regulations must be provided and maintained by the Contractor. All trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation and/or replacement shall be protected.

NPU assumes no responsibility for the failure to show any or all structures or to show them in their exact locations on any drawings provided to the Contractor. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increased pay quantities in any manner whatsoever unless the obstruction encountered necessitates changes in the lines or grades or requires the building of special work, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

### **Taxes and Charges**

The Contractor shall pay all sales, consumer, use and other similar taxes required in accordance with the laws of the State of Connecticut or any other laws in effect. Additionally, the Contractor shall withhold and pay any and all withholding taxes whether State or Federal, and pay all Social Security charges, along with all State Unemployment Compensation charges which may be required to be paid or withheld under any laws.

Purchases made by Norwich Public Utilities are considered exempt from the payment of Federal Excise taxes, Connecticut sales taxes, etc., and such taxes must be identified separately or excluded from the bid prices. Exemption certifications will be furnished as required.

### **Clean Up**

The Contractor shall at all times, at his own expense, keep property on which work is in progress and the adjacent property free from accumulations in waste material or rubbish caused by employees or by the work. Upon completion of the work, all rubbish and unused material, tools temporary structures and construction equipment shall be promptly removed and the premises left in a condition satisfactory to NPU. All property disturbed or damaged during the prosecution of the work shall be restored to its original condition or better at the Contractor's expense.

### **Safety**

The Contractor shall take necessary precautions for the safety of its employees, its subcontractors' employees, NPU employees and representatives, and the public during the duration of the Contract. The Contractor shall be required to provide a copy of its Health and Safety plan to NPU prior to start of work. All work must be performed in accordance with NPU's attached safety guidelines.

### **Environmental**

For purposes of this contract, the term "Hazardous Material" shall mean, without limitation, any substance deemed to be a hazardous substance, waste, or material within the meaning of Connecticut law. The Contractor shall conduct all operations to minimize the impact upon the natural environment and shall comply with all permit conditions, all solid waste, hazardous material, health and safety, environmental protection laws, rules regulations, requirements, orders, directives, ordinances, codes and standards of all federal state and local governmental agencies having jurisdiction over NPU, the Contractor and/or the subcontractors. If any violation of environmental permits, licenses, approvals, or other environmental regulations occurs and in the event of a release or discovery of hazardous material, the Contractor shall take immediate action to mitigate any further violation or release. The Contractor shall, at its expense, take all actions necessary to protect NPU, its employees, subcontractors, and the public from any exposure to, or hazards of, hazardous material.

### **Indemnification**

The Contractor agrees to indemnify, save harmless and defend NPU and its directors, officers, employees, and representatives from and against any and all liabilities, claims, penalties, forfeitures, sites, and the associated costs and expenditures which NPU may incur, become responsible for or pay out as a result of death re: bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, injury, destruction or loss of natural resources, or any violation of applicable federal, state and local statutes, laws, rules, ordinances, bylaws, or regulations caused by the Contractor's breach of any term or provision of this contract, or the acts or omissions of the Contractor, its employees or subcontractors.

### **Assignment and Subcontracting**

The Contractor shall not assign the contract without the prior written consent of NPU. If the Contractor proposes to subcontract any of the work it shall give written notice to NPU specifying the name, address, qualifications, and experience of the subcontractor and shall specify the specific work the subcontractor will perform. All work performed for the Contractor by a subcontractor shall be subject to all requirements noted in this contract. The Contractor shall be fully responsible to NPU for all work performed by subcontractors and of persons directly or indirectly employed by them as it is for the acts and omissions of the persons directly employed by the Contractor as if no subcontractors were in place. No subcontractor is intended to be or shall be deemed a third party beneficiary of the Contract and as a condition of the subcontract the Contractor shall require any subcontractor to acknowledge the fact and waive any claim it might have against NPU.

### **Inspections and Audits**

NPU 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. The Contractor shall, upon request, promptly furnish to NPU such licenses, permits, or approvals, records, accounts and other related documents required by NPU.

### **Termination/Damages**

Notwithstanding any other provision of this contract, NPU may terminate this contract for its convenience, in whole or part, at any time by written notice to the Contractor in which event NPU's sole obligation shall be to reimburse the Contractor for those goods actually shipped and accepted by NPU up to the date of termination and direct verifiable reasonable costs incurred by the Contractor for unfinished goods or services specifically furnished for NPU.

Notwithstanding any other provision of this contract, NPU may terminate this contract for cause, in whole or part, at any time without prejudice to any other right or remedy, by written notice to the Contractor if: 1) a receiver for the Contractor is appointed or applied for; or 2) a petition in bankruptcy is filed by or against the Contractor; or 3) the Contractor makes an assignment for the benefit of its creditors; or 4) the Contractor fails to comply with any terms and/or conditions of this contract; or 5) the Contractor experiences a labor dispute which threatens to have a substantial adverse effect upon the schedule and/or price of the work.

In the event NPU terminates this contract for cause, NPU may contract with others or use its own employees and equipment to complete the work. The Contractor shall pay any increased cost for completion of the work; the increased cost will be determined by the amount paid or expended for the

work over and above the prices noted in this contract and will include NPU's administrative and overhead costs. If the amount that NPU is required to pay or expend for completion of the work is less than the prices specified, the Contractor waives all claims to the difference as compensation to NPU for its added expense and effort to effect completion of the work.

Performance of this contract may be suspended by either party in the event performance of this contract is prevented by a cause or causes beyond reasonable control of such parties. Such causes shall include but not be limited to: acts of God, acts of war, riot, fire, explosion, accidents, inclement weather or sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities; changes in federal, state or local laws, regulations, bylaws, or ordinances; or defense requirements; restraining orders, labor disputes, strike, lock-out or injunction or other similar causes as long as events are beyond the control of the party's reasonable effort to prevent, avoid or mitigate; the party uses every reasonable effort to prevent, avoid, or mitigate; and prompt written notice of such delay or suspension is given by the affected party to the other.

### **Insurance**

The Contractor shall obtain, at his own expense, and keep in force the insurance coverage as required to protect the Contractor from any claims which may arise out of or result from the Contractor's operations under this contract, whether such operations by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The Contractor shall provide certificates that their insurance company is authorized to transact business in the State of Connecticut. **Minimum limits of coverage for each type of insurance shall be shown as Attachment A.** The Contractor shall obtain, at a minimum, the following:

- a) **General Liability Insurance:** The Contractor shall take out and maintain during the life of this Contract such General Liability Insurance as will provide coverage for claims for damages for personal injury including accidental death as well as for claims for damages for property damage which may arise directly or indirectly from operations under this Contract, whether such operations by himself, by a subcontractor, or by anyone directly or indirectly employed by either of them. The property damage portion of this coverage shall include where applicable vandalism, fire, explosion, and underground exposure coverage.
- b) **Combined Pollution and Professional Liability Insurance:** Unless otherwise modified in the Contract Documents, the Contractor shall secure and maintain during the life of this Contract, Combined Pollution and Professional Liability Insurance coverage as identified in Attachment B.
- c) **Automobile Liability Insurance:** The Contractor shall take out and maintain during the life of the Contract and shall cause all subcontractors to take out and maintain Automobile Liability Insurance coverage on all self-propelled vehicles and mobile equipment used in connection with the Contract, whether owned, non-owned, or hired, Any such automobile liability insurance policies shall also include NPU, NPU representatives, agents, or employees as additional insured for any claims arising out of the work performed under this Contract.
- d) **Workers Compensation, including Occupational Disease and Employer's Liability Insurance:** The Contractor shall take out and maintain during the life of this Contract the Statutory Worker's Compensation and Occupational Disease Disability Insurance for all employees to be engaged in work under this Contract, and if any work is sublet, The Contractor shall require the subcontractor's employees to be adequately covered while engaged in such work.

- e) **Contractual Liability, Special Conditions Coverage:** Each and every policy for liability insurance by either the Contractor or any subcontractor shall include a Contractual Liability Coverage endorsement sufficiently broad to insure the provisions under the Indemnity section set forth.

Whenever the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements, as set forth in the special conditions, and provide the required insurance. The Contractor shall include in his liability policy all endorsements that said authority, its officers, agents and employees may or might require.

Before commencing any of the work, the Contractor shall file with NPU valid certificates of insurance showing the type, amount, class of operations covered, effective dates, and date of policy expiration. The certificates shall not be cancelled or altered without 30 days prior notice to NPU. Certificates must be issued by an authorized representative of a recognized insurance company licensed to do business in Connecticut.

The Contractor shall not commence work under this Contract until all required insurance has been obtained, reviewed and approved by NPU. Nothing in these requirements shall be interpreted as limiting the extent of the Contractor’s responsibility and/or legal liability for payment of damages resulting from his operation under this contract. Any insurance bearing an adequacy of performance shall be maintained after completion of the project for the full warranty period.

Each bidder must be able to enter into contract, covering the work, within 10 days from the acceptance of his proposal. The successful bidder must, within 10 days from the date of acceptance of his proposal, file with NPU, Workmen’s Compensation, Comprehensive General Liability, Comprehensive Auto Liability, Certificates of Insurance, satisfactory to NPU, in compliance with the law, and in the following form and amount:

Comprehensive General Liability

Premises – Operations – Products/Completed Operations

General Aggregate	\$2,000,000.00
Occurrence	\$1,000,000.00

Comprehensive Automobile Liability

Combined Single Limit	\$1,000,000.00
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Workmen’s Compensation	Statutory
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Employer’s Liability	\$100,000.00
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Fire and Special Extended Coverage in Builder's Risk policy in the amount of 100% of insurable completed value.

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

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

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

### **Payment Terms**

NPU agrees to pay the Contractor the contract price, as set forth in the contract which shall be equitably adjusted to cover any additions, deletions or changes to the project. The contract price shall include sales, use and similar taxes. NPU shall not be responsible for any federal, state, and/or local, personal property, license, privilege or other like taxes, which may now or hereafter be applicable to the transactions under the contract.

The Contractor shall submit invoice(s) in accordance with the contract. Said invoice(s) shall include cost breakdowns and unit quantities as specified by NPU. All invoices shall include the name of the NPU contact. All invoices and required documentation shall be submitted to NPU within thirty (30) days of a completed job. For work exceeding a four week duration, partial invoices may be submitted. Partial invoices are to include the dates that the work was performed. The last invoice for the project shall be clearly marked as "Final Invoice".

Except as otherwise provided for in the contract, all invoices will be due and payable thirty (30) days from receipt of a proper invoice and required documentation.

Payment by NPU shall not relieve the Contractor of any responsibility or obligation under the contract, nor shall it constitute a waiver by NPU of any claim arising hereunder. No payment made shall be considered as acceptance of any work. All payments shall be subject to correction or adjustment in subsequent payments.

## **Additional Provisions**

**Independent Contractor:** The Contractor is and shall be an independent contractor in the performance of the work covered by this contract. Nothing herein shall be construed as to constitute the Contractor an agent or representative of NPU, and the Contractor shall have no authority to and shall not make any warranty or representation or incur any obligation, liability or indebtedness whatsoever on NPU. The Contractor acknowledges that NPU reserves no control whatsoever over the Contractor's manner or method of conducting business or over the Contractor's subcontractors or employees.

**Liens:** To the extent permitted by law, the Contractor shall keep NPU's property free and clear of all liens, encumbrances and claims arising from the performance of this contract. If a lien is placed on the property by the Contractor, NPU shall have the right to withhold any payment due the Contractor to bond the lien. If a lien is placed by a subcontractor, the Contractor shall: within forty-eight hours post a bond covering the lien; shall discharge the lien within thirty days; and indemnify and save harmless NPU, its officers, directors, employees, and assigns from said lien.

**Documentation:** All field data, notes, laboratory tests data, calculations, estimates, reports and other documents, which the Contractor prepares in connection with the work, shall remain the property of NPU.

**Confidential Information:** The Contractor shall hold confidential all business and technical information obtained or generated in the performance of the work. The Contractor shall not disclose such information without NPU's consent except to the extent required for performance of the work; compliance with reporting obligations under federal, state or local laws, rules, bylaws, statutes, regulations, and ordinances; and compliance with any court order or governmental directive. The Contractor's obligations shall not apply to information existing in the public domain without breach of this contract by Contractor or lawfully acquired on a non-confidential basis from others.

**Waiver:** Any waiver by either party of any provision or condition of this contract shall not be construed or deemed to be a waiver of any other provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or condition.

**Severability:** If any section, sentence, or clause of this contract shall be deemed to be illegal, invalid or unenforceable for any reason, such illegality or unenforceability shall not affect the legality, validity or enforceability of other sections of this contract.

**Law to Apply:** The validity, interpretation and performance of this contract shall be governed and construed in accordance with the laws of the State of Connecticut and insofar as federal law is applicable, by federal law, and the parties agree to submit to the jurisdiction of the courts of the State of Connecticut or the United States District Court for the State of Connecticut to the extent that the United States District Court has jurisdiction over the matter, for any disputes arising under this agreement.

**Discrepancies and Omissions:** All discrepancies or omissions found in the contract documents shall be reported to NPU. NPU representatives will clarify discrepancies or omissions in writing, within a

reasonable time, and that decision will be final and binding on all parties to the contract. The Contractor shall not take advantage of any discrepancies or omissions in the contract documents. Should conflicts be found between two or more sections of the contract documents, precedence shall be given in the following order:

1. Invitations for Bids
2. Terms and Conditions for Invitations for Bids
3. Addenda
4. Special Conditions
5. General Conditions
6. Technical Specifications

Oral Agreements: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the contract documents, and none of the provisions of the contract documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver of modification thereof, in writing, and no evidence shall be introduced in any proceeding of any other waiver of modification.