



## 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](mailto:whathaway@cityofnorwich.org)

### INVITATION FOR BIDS

**Bid No.: 7583**

**Due Date and Time: March 6, 2018 at 2:00 P.M.**

**Title: Tree Trimming Services**

**Special Instructions:**

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

Sealed Bid No: **7583**

Not to be opened until **March 6, 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.:** 7583  
**Title:** Tree Trimming Services

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: 02/12/2018

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](mailto: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

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

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

### INVITATION FOR BIDS

#### Bid No. 7509

The Purchasing Agent for the City of Norwich, on behalf of Norwich Public Utilities, will receive sealed bids for **Tree Trimming Services** until 2:00 P.M. prevailing time on March 6, **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](mailto:whathaway@cityofnorwich.org) or by facsimile to (860)823-3812, no later than 12:00 P.M. on February 21, 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.

## TABLE OF CONTENTS

### TREE TRIMMING SERVICES

- I. Standard Bid Contract Terms and Conditions
- II. Information For Bidders
- III. Special Conditions/Specifications
- IV. Bid Proposal
- V. Proposal Documents
  - a. Cost Proposal
  - b. Proposed Equipment
  - c. Statement of Bidder's Qualifications
  - d. Proposed Sub-Contractors
  - e. Proposed Suppliers
  - f. Form Of Bid Bond
  - g. Non-Collusion Affidavit Of Prime Bidder
  - h. Non-Discrimination In Employment
  - i. Certificate As To Corporate Principal
- VI. General Conditions
- VII. NPU Contract
- VIII. Safety Guidelines Contractor Requirement



# City of Norwich Connecticut

## Norwich Public Utilities

16 South Golden Street

Norwich, CT 06360-4431

### Standard Bid and Contract Terms and Conditions

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

**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



# City of Norwich Connecticut

## Norwich Public Utilities

16 South Golden Street

Norwich, CT 06360-4431

### Standard Bid and Contract Terms and Conditions

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

"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:** \$5,000,000 each occurrence; \$5,000,000 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.



# City of Norwich Connecticut

## Norwich Public Utilities

16 South Golden Street

Norwich, CT 06360-4431

### Standard Bid and Contract Terms and Conditions

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

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. All data collected by the contractor relative to the performance of services or delivery of materials shall remain the sole property of the City of Norwich. Such data includes historic usage of materials and services as collected by the contractor. The City has sole and exclusive right and title to all printed material produced for the City. 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, CT 06360-4431

#### Standard Bid and Contract Terms and Conditions

Telephone Number:  
(860)823-3706

Fax Number:  
(860)823-3812

<http://www.norwichct.org>

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

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

## **INFORMATION FOR BIDDERS**

### **1. CONTRACT PERIOD**

**This bid is for the remainder of the 2018 Calendar year with two (2) one-year extensions negotiated at the option of the Owner.** If the Owner does not renew this contract, the contract shall terminate on the date provided for in the contract.

### **2. PREPARATION OF BID**

Each Bid must be submitted on the prescribed form(s) 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 any Drawings together with all Addenda thereto.

Bids which 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 probable cost of doing the work included in such item and the right is reserved to reject wholly any bid in case any item or items thereof are obviously unbalanced or appear to the Owner to be so unbalanced as to affect or to be liable to affect adversely any interests of the Owner. The attention of the bidder is called to the fact that unbalancing of bids may adversely affect the Contractor if certain portions of the work are increased or decreased as provided in the Contract Documents.

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

### **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 or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

## 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](mailto: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, not 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](http://www.norwichct.org)
2. [www.das.state.ct.us](http://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 such 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 or items 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. OBLIGATIONS OF THE BIDDER

It is the responsibility of each bidder, before submitting a proposal, to become familiar with local conditions that might affect cost, progress, performance or furnishing of the work. Before submitting a bid, each bidder shall, at the respondent's own expense, make or obtain any additional examination, investigations, tests or studies and obtain any additional information and data which may affect cost, progress, performance of furnishing of the work and which the

bidder deems necessary to determine his/her bid for performing and furnishing the work in accordance with the terms and conditions of the contract documents. 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 their 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.

#### 10. 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.

#### 11. 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 bidder's Narrative 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. This bid will be awarded based on price, equipment, worker availability and experience.**

If, at the time this Contract is to be 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.

#### 12. EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the owner. The 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.

### 13. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

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

### 14. NOTICE TO PROCEED

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

### 15. UNCERTAINTY OF QUANTITIES

The Owner cannot and will not guarantee any continuous work. Any quantities listed in the bid (proposal) are approximate and are given for use in comparing bids and to indicate approximately the total amount of the Contract. 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 for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the bid prices.

### 16. QUALIFICATIONS OF THE BIDDER

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

### 17. CONDITIONS OF WORK

Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with the work being performed by others.

## 18. 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 may submit periodically, but not more than once each month, a Request for Payment for work done. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner's Representative for checking and certifications.

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

## 19. 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.

## 20. 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.

## **SPECIAL CONDITIONS/SPECIFICATIONS**

### **1. QUALIFICATIONS OF BIDDER**

The Contractor shall be or shall provide a competent operator of the equipment. The operator shall have a minimum three years' experience operating such equipment and they, or at least one member of their company, shall have a State of Connecticut Arborist Tree License. All bidders are required to complete and return "Experience Sheet" with their bid. Make up of crews shall be as required by, and at the option of the Owner.

### **2. 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, as would be caused by improper maintenance. Therefore, bidder shall, as an integral part of this bid, list all equipment that is mandatory for use on these jobs, whether portable or vehicular, stating the name, manufacturer, year, model, capacity, present condition, number of breakdowns the previous year, average length of time for repairs. The Owner reserves the right to inspect the equipment before awarding the bid. The Owner is not responsible to pay for delays resulting from equipment breakdown.

### **3. 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 agree that upon forty-eight (48) hours' notice their equipment and operator (or operators) and employees will be available at designated job locations, ready to commence work and continue on such project until its completion and release by Owner's Manager, his foreman, or agent.

The Bidder shall further state that in an emergency, as determined by the General Manager of the Public Utilities Department, their workers and equipment will be available within eight (8) hours of such an emergency. **The successful bidder must guarantee that up to six (6) 2-man crews will be available in the event of emergencies.**

The bidder shall be available for non-emergency assignments Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m.

### **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.

The Contractor must provide their company's policy for inclement weather, holidays, emergencies, to the Owner.

## 5. WORKMANSHIP

The Contractor must obtain the permission, in all cases, of the property owner before removal or trimming of trees. In some instances of trimming, the abutting property owner must also give permission. In cases of removal, they must also have the permission of the local tree warden, Director of Public Works, or where trees to be removed are on State roads, the permission of the Permits Division, State Highway Department, before proceeding. It will also be necessary to inform the local tree warden and the State Highway Permits Division of any heavy sectionalized trimming. The Contractor will apply for necessary permits, either local or state.

All wood, brush, branches, and tree trimmings shall be removed and disposed of by the Contractor. The property owner, if they so desire, may request to maintain ownership of the wood. Such a request shall be made in writing. If the wood is left behind, it will be cut in four foot (4') lengths or, if this is not satisfactory to the property owner, whatever lengths they so desire and piled on their property

All stumps and stump clusters having a three inch (3") or greater diameter at the cut surface will be given stumpage treatment as soon as possible after cutting, but only after the property owner's permission has been secured and the necessary permits obtained by the Contractor. The stumps may be sprayed at any time of year, but not when covered with water, ice or snow. The chemical used for spraying should be a 2,4,5-T low volatile ester formulation, or equal, but it shall have the Owner's approval. The Contractor must provide a Safety Data Sheet for the chemical.

Trees taken down jointly with private property owners shall have such agreement, in writing, on file with the Owner before their removal.

The directional pruning method shall be applied, where practical, on trimming for all secondary wires, multiple street lighting conductors, aerial cable and service wires. All primary wires shall have a top side, main leader and under clearance of five (5') to eight (8') feet.

When trimming, all dead wood that may fall upon the overhead conductors should be removed and any dead or diseased trees hazardous to the electrical lines, apparatus or structures should be reported to the Owner, his foreman or agent.

As a matter of safety, when protective covering for energized facilities is required, the Contractor shall so inform the Owner, his foreman or agent. Such protective covering will be installed and removed only by the employees or personnel designated by the Owner.

Along with the invoice, the Contractor shall prepare and deliver to the Owner a weekly job report. For the purposes of this bid and contract, all of the provisions of these specifications shall also apply to the City of Norwich Department of Public Works.

## 6. 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, whether on public or private property, and 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 Contractor shall, if required by the City, County, or State, provide a bond in the amount and form designated before commencing work.

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.

BID PROPOSAL  
NORWICH PUBLIC UTILITIES  
NORWICH, CONNECTICUT

**TREE TRIMMING SERVICES**

TO: City of Norwich  
City Hall  
Norwich, Connecticut 06360

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned, having familiarized (himself, itself, themselves) with the Bid Documents for Bid 7583, ***Tree Trimming Services***, hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents at and for the unit prices submitted in response to Bid 7583.

The Owner will pay for no additional markups for labor. The equipment, operators and workers specified herein shall work within the franchised area of the Norwich Department of Public Utilities

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

\_\_\_\_\_  
\_\_\_\_\_

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

## UNIT PRICING

**Item 1:** For furnishing working foremen, as required and when requested, rate per hour

**Unit Cost**

Per Each \$ \_\_\_\_\_

**Item 2:** For furnishing climbers, as required and when requested, rate per hour

**Unit Cost**

Per Each \$ \_\_\_\_\_

First Class

Per Each \$ \_\_\_\_\_

Second Class

**Item 3:** For furnishing operators, as required and when requested, rate per hour

**Unit Cost**

Per Each \$ \_\_\_\_\_

**Item 4:** For furnishing ground-men or laborers, as required and when requested, rate per hour

**Unit Cost**

Per Each \$ \_\_\_\_\_

**Item 5:** Indicate the number of workers that would be available to the Owner

**Total Number**

\_\_\_\_\_

**Item 6:** For furnishing bucket truck with 75' working height, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$ \_\_\_\_\_

**Item 7:** For furnishing 115' sky hook with 5 ton lift capacity, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 8:** For furnishing 14" chipper, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 9:** For furnishing 2 ½ ton dump truck, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 10:** For furnishing pick-up truck without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 11:** For furnishing panel truck, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 12:** For furnishing chain saw without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 13:** For furnishing stump cutter and truck, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 14:** For furnishing 10 ton dump truck, without operator, as required and when requested, rate per hour

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 15:** For furnishing Tordon R.T.U. (Dow Chemical) Stump treatment, when requested, price per tree

**Unit Cost**

Per Each \$\_\_\_\_\_

**Item 16:** Indicate Minimum charge for labor

|                     | <b>Yes/No</b> | <b>Minimum</b> |
|---------------------|---------------|----------------|
| Minimum for workers |               | \$_____        |

### PROPOSED EQUIPMENT

**Item 17:** Indicate Minimum charge for equipment. Note: Items 6-14 are required equipment.  
Bidders may list others if they wish

| Equipment Item | Yes/No | Minimum (\$) / Unit (hr.<br>etc.) |
|----------------|--------|-----------------------------------|
| List items     |        |                                   |
| 1. _____       | _____  | \$ _____                          |
| 2. _____       | _____  | \$ _____                          |
| 3. _____       | _____  | \$ _____                          |
| 4. _____       | _____  | \$ _____                          |
| 5. _____       | _____  | \$ _____                          |
| 6. _____       | _____  | \$ _____                          |
| 7. _____       | _____  | \$ _____                          |
| 8. _____       | _____  | \$ _____                          |
| 9. _____       | _____  | \$ _____                          |
| 10. _____      | _____  | \$ _____                          |
| 11. _____      | _____  | \$ _____                          |
| 12. _____      | _____  | \$ _____                          |
| 13. _____      | _____  | \$ _____                          |
| 14. _____      | _____  | \$ _____                          |
| 15. _____      | _____  | \$ _____                          |
| 16. _____      | _____  | \$ _____                          |
| 17. _____      | _____  | \$ _____                          |
| 18. _____      | _____  | \$ _____                          |
| 19. _____      | _____  | \$ _____                          |
| 20. _____      | _____  | \$ _____                          |
| 21. _____      | _____  | \$ _____                          |
| 22. _____      | _____  | \$ _____                          |
| 23. _____      | _____  | \$ _____                          |
| 24. _____      | _____  | \$ _____                          |

Respectfully submitted:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

(Seal if bid is by a  
corporation)

By: \_\_\_\_\_

(Name) (typed)

\_\_\_\_\_

Signature

Title: \_\_\_\_\_

\_\_\_\_\_

Attested

Date: \_\_\_\_\_

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

### STATEMENT OF BIDDER'S QUALIFICATIONS

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. Experience in work similar in importance to this project.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Name of Bidder)

By \_\_\_\_\_

Title \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

My Commission expires \_\_\_\_\_ 20 \_\_\_\_.

PROPOSED SUBCONTRACTORS

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

If none, write "None" \_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

\*Description of Work \_\_\_\_\_

Proposed Subcontractor, Name \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

PROPOSED SUPPLIERS

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

If none, write "None" \_\_\_\_\_

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_

\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_

.....  
\*Description of Material \_\_\_\_\_

Proposed Supplier, Name \_\_\_\_\_

Address \_\_\_\_\_  
.....

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

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

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

Bidder \_\_\_\_\_  
(Fill in Name)

By \_\_\_\_\_  
(Signature and Title)

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 Ten Thousand Dollars.

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 Ten Thousand Dollars, (\$10,000) 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

**TREE TRIMMING SERVICES**

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)

(Business Address)

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.)

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

(Signed) \_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

My Commission expires \_\_\_\_\_, 20 \_\_\_\_.

## NONDISCRIMINATION IN EMPLOYMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He 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 \_\_\_\_.

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 indicted, 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. 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.

#### 6. 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 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 and orderly condition.
- 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.

## 7. 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 act 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.

## 8. 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.

## 9. 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.

## 10. ASSIGNMENTS

The Contractor shall not assign the whole or any part of this contract, or any monies that are due or become due under this contract, 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.

## 11. 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.

## 12. 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 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.

### 13. 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.

### 14. 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.

### 15. 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.

### 16. 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.

### 17. 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.

#### 18. 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.

#### 19. 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.

#### 20. 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.



## Norwich Public Utilities

16 South Golden Street  
Norwich, CT 06360

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

### CONTRACT FOR SERVICES

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

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

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

---

---

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**12. Obligations in Event of Termination:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- D. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. §32-9n; and "good faith" means the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in Conn. Gen. Stat. §10-262u, financed by state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
- E. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.
- The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
- F. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- G. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.
- H. This contract is subject to the provisions of City of Norwich Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by NPU in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

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

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

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

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

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

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

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

Norwich Public Utilities:

CONTRACTOR:

---

John Bilda  
Its General Manager

---

Its Duly Authorized Agent

# 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.

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

### **3.0 Safety Equipment**

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

### **4.0 Work Area**

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

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

- B. Norwich Public Utilities locks and/or tags may be added (in addition) to outside contractor locks, and shall not be removed until a Norwich Public Utilities representative determines that it is safe to re-engage the energy source.

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

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

## **5.0 Disclaimer**

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

**CONTRACTORS SAFETY REQUIREMENTS  
ACKNOWLEDGEMENT FORM**

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

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
NORWICH PUBLIC UTILITIES Representative

\_\_\_\_\_  
Date

## **GUIDE 1: HAZARD COMMUNICATION**

### **OVERVIEW**

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

### **MINIMUM HAZCOM REQUIREMENTS**

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

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

10. An MSDS must be available at the job site for every chemical that is present at the site.

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

## **GUIDE 2: CHEMICAL SAFETY AND HANDLING**

### **OVERVIEW**

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

### **MINIMUM CHEMICAL SAFETY AND HANDLING REQUIREMENTS**

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

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

## **GUIDE 3: FIRE PROTECTION AND PREVENTION**

### **OVERVIEW**

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

### **FIRE PREVENTION AND FIRE CONTROL REQUIREMENTS**

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

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

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

## **GUIDE 4: PERSONAL PROTECTIVE EQUIPMENT**

### **OVERVIEW**

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

### **MINIMUM PPE REQUIREMENTS**

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

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

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

## **GUIDE 5: HEARING CONSERVATION**

### **OVERVIEW**

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

### **MINIMUM HEARING CONSERVATION REQUIREMENTS**

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

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

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

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

Action Level for Hearing Conservation Program – 85 dBA

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

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

## **GUIDE 6: WORKING AT ELEVATIONS**

### **OVERVIEW**

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

### **MINIMUM WORKING ELEVATION REQUIREMENTS**

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

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

## **GUIDE 7: ELECTRICAL SAFETY**

### **OVERVIEW**

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

### **MINIMUM ELECTRICAL SAFETY REQUIREMENTS**

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

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

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

## **Guide 8: Excavation and Trenching**

### **Overview**

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

### **Minimum Excavation Requirements**

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

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

- All excavations greater than 5 feet deep must be properly sloped, shored, braced, shielded, or protected by a system designed by a professional engineer.

- If a potentially hazardous material is encountered during excavation, all work must stop until the material can be evaluated by a Safety Professional.

## **Regulatory**

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

## **Guide 9: Asbestos Awareness**

### **Overview**

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

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

### **Minimum Asbestos Awareness Requirements**

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

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

### **Regulatory**

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