



City of Norwich

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

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

REQUEST FOR PROPOSALS

RFP No.: 17-04

Opening Date and Time: October 18, 2016 at 2:00 P.M.

Title: Preparation of a Bid Specification for the Demolition of 193-201 Main Street, Norwich, CT

Special Instructions:

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

Sealed Proposal No.: 17-04

Not to be opened until October 18, 2016 at 2:00 P.M.

Return Proposals to:

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

RETURN THIS FORM IMMEDIATELY

City of Norwich, CT
Acknowledgement: Receipt of RFP Documents



RFP No.: 17-04
Preparation of a Bid Specification for the Building Demolition of
193-201 Main Street, Norwich, CT

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: 10/04/2016
Date Documents Received: ____/____/____
Do you plan to submit a response? ____ Yes ____ No

Print or type the following information:

Company Name: _____
Address: _____

Telephone: _____ Fax: _____
E-mail Address: _____
Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.
Fax No.: (860)823-3812
E-mail: whathaway@cityofnorwich.org

Fax or e-mail this sheet only. A cover sheet is not required.

DO NOT FAX OR E-MAIL YOUR RESPONSE TO THIS RFP

**CITY OF NORWICH
DEPARTMENT OF PUBLIC WORKS**

**Request for Proposals for the Preparation of a
Bid Specification for Building Demolition
of 193-201 Main Street,
Norwich, CT**

**CITY OF NORWICH
Department of Public Works**

OCTOBER 2016



**CITY OF NORWICH
PUBLIC WORKS DEPARTMENT**

REQUEST FOR PROPOSALS

PROJECT OVERVIEW

The City of Norwich is the owner of the Reid & Hughes building (36 feet by 100 feet) and the Williams and Chester building (22 feet by 100 feet) located side by side at respectively 193-201 Main Street, Norwich. The Reid and Hughes Building is flanked on the west side by the Williams and Chester building reportedly built in 1869. Adjacent to each other, these buildings function as one unit with a total Square footage of 24,390. Reportedly built in 1880 the Reid and Hughes building has four floors and a partial Mezzanine Level located at the North side of the building. The Mezzanine is approximately 23 by 36. The Reid and Hughes building is a brick masonry building with lathe and plaster ceilings with several areas contain ceiling systems of Gypsum, tin and/or hung acoustical tile. According to the attached structural report, all of the interior finish systems have failed. It is also worthwhile to note that the building has been vacant for over 25 years. The Williams and Chester building is a brick masonry building that Contains 4 floors and a partial fifth floor Mezzanine. A structural report by CLA Engineers describes the building as suffering from decades of exposure to excessive moisture. Evidence of structure deterioration is observed throughout the building especially at the framing. The roof system of the Williams and Chester building has already partially collapsed. On the West side of the Williams and Chester building is a currently occupied four story office building part of the "Shannon building". On the east side of the Reid and Hughes building stands a three story building known as "The Strand" currently occupied by local businesses. Access to the Reid and Hughes and Williams and Chester Buildings is only available on the Main Street side. Requests of entry would have to be made to neighboring owner in order to access these buildings from the back.

This project entails the demolition and abatement of the Reid and Hughes and Williams and Chester buildings. Since some elements of these buildings are beginning to collapse, a complete abatement prior to demolition may not be possible; in that case the demolition debris would be classified as hazardous. Given the proximity of other structures to the buildings being demolished, a vibration control plan may be required. Furthermore, utmost care should be taken to carry out the demolition in a way that will not endanger pedestrians and/or motorists. Sediment control measures must be installed before the beginning of the demolition work. Basement and foundation walls must be removed up to 18 inches below finished grade. All basement slabs must be broken in a grid no smaller than 4 feet by 4 feet to facilitate drainage. The site shall be landscaped and hardscaped to the satisfaction of the engineer after all demolitions are completed.

The City wishes to obtain a Consultant Engineering firm to prepare Bid Specifications for soliciting a Contractor to demolish, remove, and properly dispose of all on-site building materials, debris, and equipment associated with these buildings.

Scope of Services

The Norwich Public Works Department requests professional qualifications and fee proposals from engineering firms for preparing the Bid Specifications for the demolition of the Reid & Hughes and Williams and Chester buildings at 193-201 Main St. within the scope of the above project description.

Item 1. Preparation of 75% and 100% Specifications to include at a minimum, sketch plans, details and any other conceptual drawings required for the successful demolition of the buildings. While it is anticipated that the Demolition will be bid as a single lump sum item, any technical specifications for specific tasks shall be included with both submissions.

All reports, maps, drawings and other documentation generated by the selected firm on behalf of the City of Norwich shall be submitted in paper and digital formats to the City of Norwich Public Works Department. All submittals shall become the property of the City of Norwich.

PROPOSALS

Proposals should, as a minimum, list the project team and their experience in similar demolition projects and a fee proposal with a projected estimate of total fees for professional services. Firms should include resumes for, and relevant experience of all team members. The proposal should include the cost of all site visits in connection with the preparation of the bid documents. Proposals should include the cost of reviewing the City comments after each submission and incorporating the comments into the Specifications.

Project schedule:

Submission of proposals:	October 18, 2016
Selection of Engineering Firm & Award:	October 20, 2016
Submission of 75% specifications:	November 14, 2016
Submission of final Bid specifications:	November 23, 2016

All perspective proposers should visit the site. The site is available for visual inspection by request. For additional information, or to gain access to the site, please contact Mr. Patrick McLaughlin at 860-823-3798.

Right to reject Proposals:

The City of Norwich reserves the right to reject any and all proposals, to waive any technicalities, and to make such awards, including awards not to the least costly proposer, as it deems to be in the best interest of the City of Norwich. Awards made by the City of Norwich shall be final and conclusive and without recourse or appeal by any remaining proposer.

Submission Requirements

Proposal Submission:

Proposals will be received by the City of Norwich Purchasing Agent, 100 Broadway, Room 105, Norwich, CT 06360 until **2:00 pm, Friday, October 18, 2016**. Proposals received after that time will not be considered. Proposal may be withdrawn ninety (90) days after the opening if the City has not made an award.

Directions for Written Submission

Interested firms are required to submit one original and one copy of the proposal , as well as one digital copy on CD or USB drive to William R. Hathaway, Purchasing Agent, at the time and date noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost project included shall remain in effect for ninety (90) days after the due date.
- b. A concise and complete description of the work to be performed, including:
 - An explanation of your firm's understanding of the project, its approach to the work and the key issue to resolve.
 - A detailed work program and schedule.
 - A list of personnel who will be assigned to the project, including résumés for professionals expected to provide at least 20% of the person hours on this project. Support staff contracted by your firm for this project should be included for review and consideration.
 - A description of similar projects which your firm has been involved in, including references.
 - The Proposal Form included in the RFP.

Vendor Information

Vendor Overview

Please provide the following:

- The name and location of your company, including the location of the office that will be serving the City.
- A brief general description of your business.
- The number of years the company has been in business.
- If your company is a subsidiary of another corporation you must provide the name of the parent company.
- The number of personnel employed by your company. Please include the number of staff dedicated to provide the requested services.

Client Base

Provide specific reference information for three clients you have served, relevant to the requested services, to include:

- Client name and location
- Starting date of the service
- Contact name, title, telephone number and e-mail address.

The references must be for similar projects completed within the past thirty-six (36) months and shall include specific details on how they are similar in scope to the requested service. Information on your firm's specific role must be included.

Addenda

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of the provisions of this document, revision or addenda will be provided to all firms that acknowledge receipt of this document or have downloaded it from the City's website. Such revisions or addenda will also be posted on the following websites:

<http://www.norwichct.org>

<http://das.ct.gov>

Questions regarding this document must be submitted in writing to Jean-Paul Laguerre at (860)823-3788 or jplaguerre@cityofnorwich.org no later than 12:00 P.M. on October 11, 2016.

Evaluation Criteria

Selection of the firm will be the responsibility of the Public Works Department. The evaluation will be based on the written submittals. The factors which will be evaluate include the following:

- The specialized experience of the individual(s) or firm(s) and its (their) assigned personnel on similar project.
- The content of the firm and its consultants, support staff, etc. and their ability to work effectively together and with City staff.
- The clarity, organization and presentation of its submittal.
- Review of references listed.

- Proposal pricing. Please be advised that evaluation and subsequent award of a contract is primarily based on qualifications and not on the proposed fee, however, the cost of your firm's services is a factor in the evaluation process.

Contract Considerations

Equal Opportunity – Affirmative Action

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis 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, in any manner prohibited by the laws of the United States or of the state of Connecticut. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis 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, in any manner prohibited by the laws of the United States or of the state of Connecticut.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

Indemnification

The contractor agrees to indemnify, defend, and save harmless the City of Norwich, as well as its officers (both elected and appointed), its agents and employees from any and all claims and losses accruing or resulting from the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this work.

The City, as a sovereign government, cannot indemnify businesses or individuals.

Insurance

Prior to the execution of any contract, the City of Norwich requires that any awarded contractor providing materials, equipment or services to the City, must provide the City with a certificate of insurance (Acord or other approved format) naming the City of Norwich as additional insured for the following:

- General liability (including completed operations coverage), bodily injury and property damage, \$1,000,000 each occurrence, \$2,000,000 in the aggregate.
- Automobile liability including owned, non-owned and hired vehicles (if used on City property), \$1,000,000 combined single limit for each accident.
- Professional liability (errors and omissions), \$2,000,000 each occurrence.

- Workers Compensation as required by the State of Connecticut 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.

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PROPOSAL FORM

REQUEST FOR DESIGN PROPOSALS

BID SPECIFICATIONS FOR DEMOLITION OF 193-201 MAIN STREET

ITEM	DESCRIPTION	UNIT	AMOUNT
1.	Demolition Specifications	LS	_____

TOTAL _____

I/We agree to perform the above noted work at the lump sums prices listed above.

Date

Authorized Signature

Firm (Print)

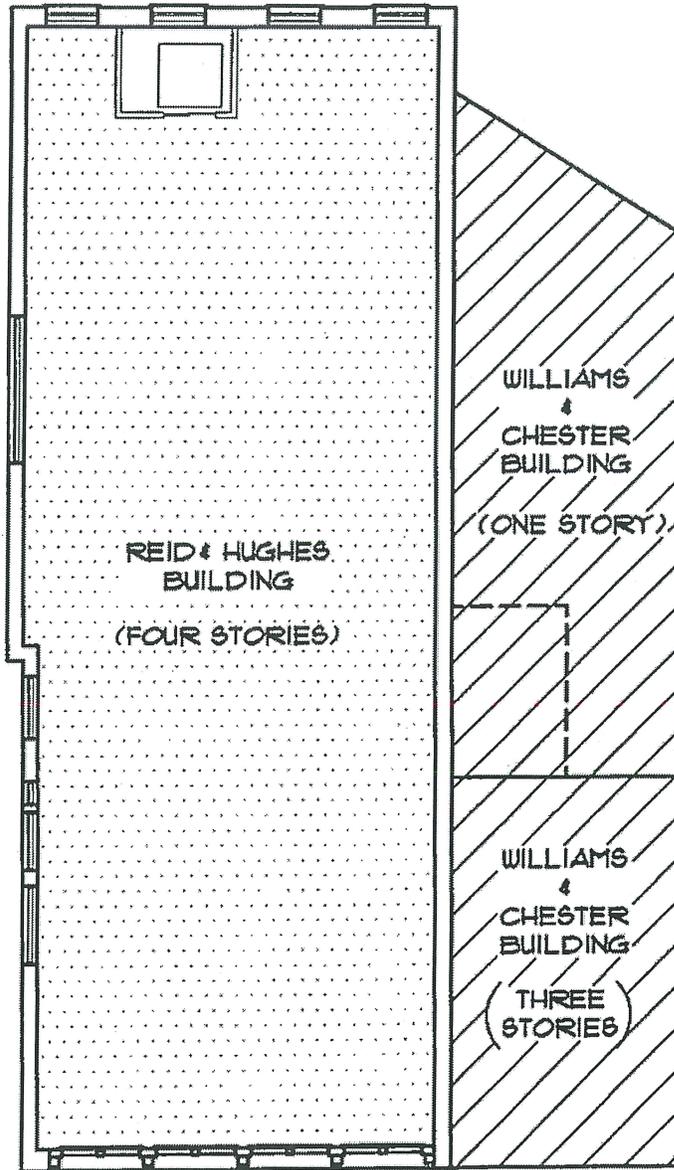
Rend and Hughes

Williams and Chester

OFFICE OF THE
SHERIFF

1873
SHERIFF'S
OFFICE





KEY PLAN

CLA Engineers, Inc.
CIVIL · STRUCTURAL · SURVEYING

317 Main Street Norwich, Connecticut
(860) 888-1988 Fax (860) 859-0039
www.claengineers.com

REID & HUGHES

NORWICH, CT

KEY PLAN

Project No.
CL-11-4857
Proj. Engineer:
G.T.F.
Date:
9/16/11
Sheet No.

1

EXHIBIT "A"

A certain tract or parcel of land, with all buildings and improvements thereon, situated in the City of Norwich, County of New London and State of Connecticut, more particularly bounded and described as follows:

That tract of land with the buildings thereon situated on the southerly side of Main Street in Norwich, known as No. 193-201 Main Street, described as follows:

Beginning on the southerly side of said Main Street at the west corner of the brick building formerly known as the Strand, formerly of Peter Sellas, et al, and running thence southerly 40.28 feet; thence easterly 1 foot; thence southerly 63.05 feet, the last three lines abutting easterly, northerly and easterly on said Sellas land; thence westerly in a line parallel to Main Street and 103 feet 4 inches southerly therefrom 37 feet 4 inches; thence southwesterly 20 feet to land formerly of the Shannon Building Company; thence northerly about 27.95 feet; thence westerly about 7.25 feet; thence northerly about 89.2 feet to the southerly line of Main Street; the last three lines abutting on said Shannon Building Company land; and thence easterly about 57.85 feet along the southerly side of Main Street to the point of beginning.

Being the same premises described as FIRST TRACT in a certain Certificate of Devise from the Estate of Ellen E. Williams Weil, a/k/a Ellen Williams Weil to William W. Backus Hospital and United Workers of Norwich, dated August 31, 1959 and recorded in Volume 304 at Page 558 of the Norwich Land Records.

Together with such additional land and easements in land as more particularly described in a Certificate of Devise of the Estate of Annie E. Williams dated May 6, 1986 and recorded in Volume 718 at Page 168 of the Norwich Land Records.

RECEIVED FOR RECORD AT NORWICH, CONN.
07025-93 10:45 P. M.
Attest: Beverly L. Muldoon, Town Clerk

LAW OFFICES OF FITZGERALD, GORDON, CHINIGO AND LEONE, P.C.
TWO COURTHOUSE SQUARE NORWICH, CONNECTICUT 06240 JUBIS # 104100 (203) 280-0000

CLA Engineers, Inc.

Civil • Structural • Survey

317 MAIN STREET • NORWICH, CT 06360 • (860) 886-1966 • (860) 886-9165 FAX

September 16, 2011

Mr. Alan Bergren
City Manager
City of Norwich
100 Broadway, 2nd Floor
Norwich, CT 06360

Re: Limited Structural Condition Assessment
The Reid and Hughes Building
193-201 Main Street
Norwich, CT
CL-11-4857

Dear Alan:

As requested, we have visited the above referenced structure to review its general structural condition. Our structural condition assessment is limited to our opinions of the structural condition of the building based upon limited visual observations of accessible areas. In some areas, the presence of finish materials limited our ability to directly observe structural elements, but many of the structural elements are exposed and available to view. No material tests or physical probes were performed. CLA Engineers is not responsible for evaluation for the presence of hazardous materials, evaluation for the presence of mold, evaluation for the presence of wood destroying insects, or any other discipline outside of structural engineering for the subject structure.

No construction drawings or other documentation for the subject building were available at the time of the survey. According to the City Assessor's records, the structure was constructed in 1880.

Structural work recommended in this report is not intended to be a specification for construction. Additional structural design work and the preparation of detailed framing plans, details, and specifications would be required to properly address the scope of structural repairs for any structural rehabilitation of the structure. Any changes to the existing building configuration will require reevaluation of recommendations contained in this report.

GENERAL DESCRIPTION:

The building is located on the south side of Main Street (which generally runs east-west in this area). The building has been vacant for an extended period of time (perhaps 25 to 30 years). The building is generally comprised of two main portions.

The east portion of the building, historically referred to as the Reid and Hughes Building, is approximately 36 feet by 100 feet, with the long dimension perpendicular to Main Street. The Reid and Hughes Building was reportedly built in 1898. The Reid & Hughes has four floor levels with a partial fifth floor mezzanine level located at the north side of the building (approximately 36 feet by 23 feet).

The adjoining building directly to the west of the Reid and Hughes Building, originally named the Williams and Chester Building, is approximately 22 feet by 100 feet, with the long dimension perpendicular to Main Street. The Williams and Chester Building was reportedly built in 1869. At the Williams & Chester Building, the second and third floors are of smaller size than the first floor (approximately 22 feet by 34 feet, located toward the north side of the building). The Williams and Chester Building abuts the Shannon Building which is located to the west. The east side of the Reid & Hughes Building abuts the building formerly known as the Strand. The adjoining buildings are open to each other and function as one building. A key plan is appended to this report.

The load bearing walls of the original structure consists of unreinforced brick masonry walls of varying thickness. Near the base, the walls are approximately 16-20" thick with lime/sand mortar joints. Just below the roof level at the Reid and Hughes building, the brick masonry is 12" thick. The parapets above the roof level are 8" thick. The brick masonry wall at the 4th floor of the northwest portion of the Reid and Hughes Building is supported by steel beams at the 3rd floor level. The brick masonry walls at the east and west sides of each building support the joist framing that generally spans east-west.

The floor framing systems for the each of the four floor levels of the original building follow the same structural pattern. The wood joists run in the east-west direction parallel to Main St. The floor decks in the building consist of tongue and groove ¾" boards. Ceilings are lathe and plaster, with several areas containing additional ceiling systems of gypsum, tin and/or hung acoustical tile. All of the interior finish systems have failed.

First Floor Framing:

The first floor framing consists of 3"x11¼" wood floor joists spaced 16" on center. The joists have clear spans ranging from 17'-10" to 20'-6". Floor joists bear on an

interior stone masonry wall and a double 15" deep steel channel carrying beam with steel angles fastened to each side of the channels to support the joists. A significant area of the Williams and Chester Building's first floor structural system has suffered from fire damage.

Second Floor Framing:

The second floor framing consists of 2½"x12" and 3"x10½" wood floor joists spaced 16" on center. The joists have clear spans similar to the floor below and are supported by two lines of carrying beams. The carrying beam at the Reid and Hughes Building consists of 8½"x11½" wood beams supported by cast iron fluted columns. The carrying beam at the east side of the Williams and Chester Building consists of double 18" deep steel "S" shapes which support the loads from the second floor joist framing.

A secondary floor system exists above the main floor framing and floor deck. Presumably this system was installed to mitigate deflections in the original floor framing. The secondary system generally consists of 2x4 sleepers at approximately 16" on center with a ¼" tongue and groove wood deck. Where the secondary system was observed, it appeared to be correcting approximately 3" of floor deflection.

At the rear (south) of the Williams and Chester Building, a ceiling framing system above the first floor supports portions of the roof above.

Third Floor Framing:

The third floor framing consists of 2-7/8"x13" and 2½"x12" wood floor joists spaced 16" on center. The joists have clear spans similar to the floors below. At the Reid and Hughes Building, the joists are supported by a double timber carrying beam (one beam on top the other) running the depth of the building. At the east side of the Williams and Chester Building toward the north end of the building, the floor joists are supported by two 18" deep steel "S" Shapes with 6" wide flanges. These steel beams also support the brick masonry wall above the 3rd floor. Each of the carrying beams is supported by cast iron interior columns. Safety concerns regarding excessive bird droppings from pigeons prevented detailed visual observations at the north end of the Williams and Chester Building.

A secondary floor system exists above the main floor framing and floor deck. Presumably this system was installed to mitigate deflections in the original floor framing. The secondary system generally consists of 2x4 sleepers at approximately 16" on center with a ¼" tongue and groove wood deck. Where the secondary system was observed, it appeared to be correcting approximately 3" of floor deflection.

Fourth Floor Framing:

The fourth floor framing consists of 2 $\frac{3}{4}$ "x9 $\frac{3}{4}$ " wood floor joists spaced 16" on center. The joists have clear spans of approximately 18 feet. Down the middle of the fourth floor framing, the joists are supported by double 8" deep steel "S" shapes with an 8"x10" wood beam on top of the steel beams.

A secondary floor system exists above the main floor framing and floor deck. Presumably this system was installed to mitigate deflections in the original floor framing. The secondary system generally consists of 2x4 sleepers at approximately 16" on center with a $\frac{3}{4}$ " tongue and groove wood deck. Where the secondary system was observed, it appeared to be correcting up to 6" of floor deflection.

Partial Fifth Floor Mezzanine Framing:

The partial fifth floor framing located at the north end of the Reid and Hughes building consists of 5 $\frac{1}{2}$ " x 11 $\frac{1}{2}$ " wood floor joists spaced 48" on center. In between these joists there are 2"x6" joists framed to 4"x6" cross joists (perpendicular to the 2x6 joists).

Roof Framing:

Over the main Reid & Hughes building, the roof framing system consists of 3" x 9 $\frac{1}{2}$ " wood rafters spaced 24" on center. Plywood sheathing has been installed over portions of the roof. This appears to have been installed when this main roof covering was replaced at the Reid and Hughes, perhaps 15 years ago. The main roof over the Reid and Hughes building is supported at the east and west sides of the building by the exterior unreinforced brick masonry walls. Down the middle of the building, the rafters are supported on a sloped wood roof truss which has been attempted to be strengthened with steel angle and tension rods in the past. The roof truss is in poor structural condition and has failed in several locations along its length. A portion of the wood truss has been temporarily shored off the fourth floor to address a roof truss failure in 2001.

Safety concerns regarding excessive bird droppings from pigeons prevented detailed visual observations at the roof at the north end of the Williams and Chester Building. The roof coverings at the Williams and Chester Building have failed and do very little to impede water entry into the building.

OBSERVATIONS AND DISCUSSION:

Water Infiltration:

The building has been subject to water infiltration for a very long period of time. The roof covering systems at the Williams and Chester Building have entirely failed, causing large amounts of water to enter the building. The water then cascades through the building and into the basement. This water collects in the basement and causes the relative humidity inside the building to be constantly high. The water from the Williams and Chester Building also enters the Reid and Hughes Building, especially at the first floor where water saturates the rear of the building during rain events.

The water infiltration and the high humidity inside the building cause excessive moisture levels in the wood framing. This high moisture content leads to the biodeterioration of the wood framing. Advanced levels of biodeterioration of the wood framing is observed in many areas of the Reid and Hughes building, but is most obvious at the basement level (first floor framing) and the second floor framing, where the advanced fungal decay is evidenced by white colored fruit bodies and by a strong unpleasant odor.

As a result of the extensive water infiltration, biodeterioration of the wood framing is found throughout the Williams and Chester Building, and was observed at some portions of the first and second floor framing at the Reid and Hughes Building.

While the roof covering system at the Reid and Hughes appears to be currently intact, evidence of past water infiltration and subsequent water damage was observed. It appears that water infiltration has caused damage to the structure in the vicinity of the elevator toward the south end of the Reid and Hughes Building. It appears that water damage to the structure as a result of this has extends from the roof level through the second floor framing.

Water damage to the structure was also observed near the center of the Reid and Hughes building approximately 30 feet from the north façade. Shoring was installed in this area at the 4th floor in 2001 to repair damaged structure. It appears that water damage to the structure in this vicinity also extends from the roof level through the second floor framing.

The Williams and Chester Building:

The Williams and Chester Building has suffered from years, perhaps decades, of exposure to excessive moisture. Evidence of structural deterioration is observed throughout the building, especially at the wood framing. Rehabilitation of the existing

structural systems at the Williams and Chester building will essentially require reconstruction of each of the existing structural systems, as the structural damage to the building is in most cases beyond repair. The roof framing systems at the Williams and Chester Building are in danger of collapse.

Basement Level / First Floor Framing:

Our personnel made very limited observations at the basement area due to safety concerns. Excessive moisture infiltration and long term saturation of the majority of the first floor framing has caused biodeterioration at much of the first floor framing. The biodeterioration is evidenced by white colored fruit bodies and/or mold that covers large portions of the wood framing and some finishes at both the Reid and Hughes Building and the Williams and Chester Building. Some fire damage to the first floor wood framing was observed at the Williams and Chester Building.

Even near the north end of the first floor of the Reid and Hughes Building, far removed from areas that appear to be currently subject to water infiltration, there is evidence of water damage. Near the front entry to the building, the first floor deck can be observed to be severely weakened as a result of prolonged exposure to moisture. This may be a result of long term exposure to moisture at the underside of the first floor framing due to water infiltration from the south and west portions of the building or from previous water infiltration.

The steel framing that supports the first floor appears to be in good structural condition, with some surface rust present.

While our observations were limited, it appears that the vast majority of the wood framing at the first floor is structurally inadequate due to moisture damage to the wood framed joists and deck.

An under sidewalk vault was observed below the sidewalk to the north of the main portion of the building. Structural systems varied in this area. Barrel vaulted brick masonry was used to support the sidewalk in one area, and what appeared to be structural steel beams supporting a reinforced concrete slab in another area. We did not make detailed observations here due to safety concerns. While we did not observe any glaring structural failures to the sidewalk vault framing system, some deterioration of the steel beams and the steel reinforcement at the concrete slab was observed. We recommend that these systems be more closely inspected with proper safety gear and that the Fire Department be informed not to access the sidewalk with emergency vehicles.

Second Floor Framing:

There are numerous structural failures at the second floor framing. Water damage has as contributed to failure of the main north-south girder near the stair opening toward the southwest corner of the Reid and Hughes building. Finishes limited our observations in some areas, but it appears that there could also be a failure of this beam at the second span from the north end of the building. Shear failures at the connection between the joist framing and the main north-south girder at the Reid and Hughes Building were also observed. The shear connection consists of a mortise and tenon connection that severely limits the shear strength of the joists.

A secondary floor system has been installed above the original second floor framing to correct deflections in the floor. This system has done nothing to address the underlying cause of floor deflections, and in fact exacerbates the problem by adding additional dead load to the floor framing system. The floor appears to have experienced additional deflections after the installation of the secondary system. The cause of the floor deflections may be due to structural inadequacies of the girder framing, foundation settlement, differential shrinkage between the wood framing and the brick masonry, or some combination thereof.

Some severe deflections are present at the second floor. Some of the deflections appear to be the result of floor framing failures near the center of the building and/or failures of the shear connection between the joists and the main girder. It also appears that a previous opening in the floor (perhaps from a previous set of stairs that was removed) was infilled near the northwest portion of the Reid and Hughes Building. It appears that the opening framing may be inadequate, causing additional floor deflections in this area of the building.

The ceiling framing near the second floor level at the Williams and Chester Building supports portions of the roof above in addition to supporting the ceiling finishes (that have failed). The water damage in this area of the building is severe and the rear portions of the Williams and Chester building are in danger of collapse.

Third Floor Framing:

The third floor framing is similar to the second floor framing in terms of layout. It appears to be in better condition than the second floor. This is likely due to the fact that the main girders at the third floor are larger and stronger than those at the second floor. The shear strength of the joist-girder connection is similar to the connection on the second floor and is considered inadequate.

The third floor has a secondary system similar to the second floor. While this level does not appear to have any failures of the joists or girders, there are deflections to the floor framing that appear to have occurred after the installation of the secondary system. The secondary system appears to correct approximately 3" of deflection.

Similar to the second floor framing, previous water infiltration at the Reid and Hughes building appears to have damaged portions of the third floor framing.

Safety concerns prevented us from entering the Williams and Chester Building on this level. The third floor at the Williams and Chester Building is covered with pigeon droppings, which tends to exacerbate moisture problems. The droppings tend to hold onto moisture and accelerate damage to wood framing in the presence of available moisture sources. We would expect that the floor framing at the Williams and Chester Building at this level to be in poor structural condition.

Fourth Floor Framing:

The condition and configuration of the fourth floor is similar to the third floor, except that the secondary structural system at the fourth floor appears to correct approximately 6" of differential floor settlement near the center of the Reid and Hughes Building. In addition, the main girder at the Reid and Hughes at this level is comprised of two (2) 8" deep steel beams. The steel beams appear in good condition. The Williams and Chester Building does not have a fourth floor.

Partial Fifth Floor Mezzanine Framing:

The fifth floor mezzanine framing is in good structural condition. This framing does not appear to be original to the building. The framing layout chosen provides an inadequate live load capacity for almost any modern use. It appears that it may also be a liability in terms of egress and in terms of architecture. The fifth level offers limited headroom. It appears that the removal of this level would be beneficial.

Roof Framing:

Portions of the main roof framing at the Reid and Hughes building, especially toward the rear of the building, are damaged by exposure to moisture. The roof did not appear to be actively leaking during our time on site. Portions of the plywood sheathing have been replaced, presumably during the roof replacement project that took place approximately 15 years ago. Toward the rear of the building, water damaged deck boards were observed that will require replacement. We would also expect some of the joist framing to have latent water damage. The elevator penthouse was not available for observation.

The main girder at the roof level of the Reid and Hughes Building has largely failed and should be replaced. Shoring supports portions of the roof girder toward the north end of the building. It is recommended to remove the existing girder/truss system in this location and install a new girder and column supports.

The roof coverings at the Williams and Chester Building have long ago failed. The roof framing at the Williams and Chester Building is in very poor condition and in danger of collapse.

Exterior Steel Fire Escape:

The exterior steel framed fire escape at the west side of the fourth floor of the Reid and Hughes Building is in very poor condition and has failed in several places. It should be considered unsafe and it is recommended that it be removed from service.

Brick Masonry Walls:

The brick masonry walls at the building require improvement. The brick masonry has been covered with a coating system. Coating systems often trap moisture in this type of brick masonry wall unless they are water vapor permeable. Based upon the age and appearance of this coating system, we do not believe it to be vapor permeable. Trapped moisture within the brick masonry walls appears to have weakened the mortar, caused damage to some individual brick units throughout the brick masonry systems, and caused the coating system to fail. Removal of the coating along with repointing and selective replacement of damaged brick units is recommended.

Poor condition of the mortar joints was also observed on the interior side of the wall in areas where they were available to view. Mortar loss was observed at the upper levels of the Reid and Hughes Building. Partial collapse of an interior wythe of brick masonry was also observed. The extent of the poor condition of the mortar cannot be well estimated due to the presence of finishes, but appeared prevalent in the areas available to view.

The copings at the brick masonry parapets at the building are not functioning or have failed. Several of the clay tile copings have been dislodged and have fallen onto the roof. In the areas where the clay tile copings are in place, the joints in between the coping units is open, allowing moisture penetration into the brick masonry.

At the rear of the building, several brick failures have recently occurred over window openings. Some have been repaired. The openings in the brick masonry walls are supported by shallow brick arches and do not have lintels. The condition of the mortar is poor and this has caused several of the shallow brick arches to fail. Several of

the arches appear in danger of failure and some existing failures of the interior wythes of the brick masonry wall can be seen from the building interior. Some of the brick openings are being supported only by the wood framed window units.

Throughout the building, there is no positive attachment between the joist framing and the brick masonry walls. The joists are only pocketed into the brick masonry. Improvements to this condition are recommended.

Elevator Shaft:

The elevator shaft is supported by a steel frame with structural clay tile infill. The structural clay tile is in poor condition and of poor structural quality for this type of use. The steel frame appeared in good condition. Replacement of the structural clay tile system with concrete masonry or a light gauge steel shaft wall system is recommended. Replacement of the elevator car may require additional steel supports to support the vertical rails of a new elevator system.

SUMMARY / RECOMMENDATIONS:

The Williams and Chester Building has extensive damage and the roof framing systems are in danger of collapse. Rehabilitation of the Williams and Chester Building will likely require reconstruction of the buildings structural systems.

While the Reid and Hughes Building is clearly in better condition than the Williams and Chester Building, it has significant structural distress and structural deficiencies at nearly each and every structural system throughout the building. Structural failures and other problems that will require structural intervention exist at the wood floor framing at each level of the building. Unusual deflection of the floor framing systems at the upper floors is prevalent. Secondary systems have been installed on top of the original floor framing that add additional load to the floor framing systems and exacerbate the problem. The steel framing systems, while in good condition, are unacceptably weak in some areas. The load bearing masonry exterior walls will require extensive work to restore to an acceptable structural condition in a good state of maintenance.

The structural deficiencies that require corrective action are summarized below. It is believed that due to the extensive structural damage that exists, any proposed project would require conforming to current building code requirements for new structures unless a waiver modification is obtained based upon the buildings reported status on the historic register. Conforming to current structural provisions of the code, if required, will prove challenging due to the limitations of unreinforced masonry and the lack of any substantial lateral load resisting system in the east-west direction at the current building, especially

toward the north end of the building. While we have visually observed many of the structural deficiencies at the existing building, there appears to be a good likelihood that additional latent (hidden) structural defects are present. Removal of debris and finishes could provide more detailed structural information, if desired.

In summary, our structural recommendations for preliminary budgeting purposes are as follows:

1. Williams and Chester Building:
 - a. For budgeting purposes, presume that any structural work at the Williams and Chester Building will require reconstruction of the currently installed systems.

2. Reid and Hughes Building:
 - a. 1st Floor Framing:
 - i. Demolish all existing finishes.
 - ii. Carry a budget for replacement of the first floor framing in its entirety.
 - b. 2nd Floor Framing:
 - i. Demolish all existing finishes.
 - ii. Demolish the secondary floor system.
 - iii. Investigate and remediate the cause of deflections near the center of the building.
 - iv. Jack existing structural framing as necessary to restore the floor framing to a level and plumb condition.
 - v. Provide structural improvements to the mortise and tenon connections between the joists and the girder near the center of the building using joist hangers or other means as appropriate.
 - vi. Replace the existing 9x12 timber beam near the center of the building with a properly sized LVL girder or other suitable system.
 - vii. Carry a budget for replacement of 15% of the existing floor joists due to latent water damage.
 - viii. Carry a budget for replacement of 100% of the existing tongue and groove deck with 3/4" plywood subfloor.
 - c. 3rd Floor Framing:
 - i. Demolish all existing finishes.
 - ii. Demolish the secondary floor system.
 - iii. Investigate and remediate the cause of deflections near the center of the building.
 - iv. Jack existing structural framing as necessary to restore the floor framing to a level and plumb condition.

- v. Provide structural improvements to the mortise and tenon connections between the joists and the girder near the center of the building using joist hangers or other means as appropriate.
 - vi. Carry a budget for structural strengthening of the girder located near the center of the building.
 - vii. Carry a budget for replacement of 20% of the existing floor joists due to latent water damage.
 - viii. Carry a budget for replacement of 100% of the existing tongue and groove deck with $\frac{3}{4}$ " plywood subfloor.
 - ix. Carry a budget for structural strengthening for the 18" deep steel beams that support the brick masonry walls above the third floor.
- d. 4th Floor Framing:
- i. Demolish all existing finishes.
 - ii. Demolish the secondary floor system.
 - iii. Investigate and remediate the cause of deflections near the center of the building.
 - iv. Jack existing structural framing as necessary to restore the floor framing to a level and plumb condition.
 - v. Provide structural improvements to the mortise and tenon connections between the joists and the girder near the center of the building using joist hangers or other means as appropriate.
 - vi. Carry a budget for replacement of 25% of the existing floor joists due to latent water damage.
 - vii. Carry a budget for replacement of 100% of the existing tongue and groove deck with $\frac{3}{4}$ " plywood subfloor.
- e. Mezzanine framing (5th level):
- i. This floor framing appears to be in good structural condition, but has limited structural capacity. It appears likely that it may be desirable to demolish this mezzanine area for Architectural reasons. Headroom and egress are limited.
- f. Roof Framing:
- i. Replace existing damaged timber truss (spanning north-south at the center of the building) with a new LVL girder, temporary shoring as required. $5\frac{1}{4}$ " x $11\text{-}7/8$ " LVL for spans up to 12'-0". $5\frac{1}{4}$ " x 16" LVL for spans up to 18 feet; $5\frac{1}{4}$ " x 18" for spans up to 21'-9";
 - ii. Replace or add new columns at the 4th floor level to facilitate above work. Approximately six (6) new $5\frac{1}{4}$ x $5\frac{1}{4}$ LSL columns.
 - iii. Carry a budget for replacement of 5% of the existing roof rafters due to latent water damage.
 - iv. Identify and replace previously water damaged roof deck areas, replacing roof coverings as required (assume approximately 1,500 square feet).

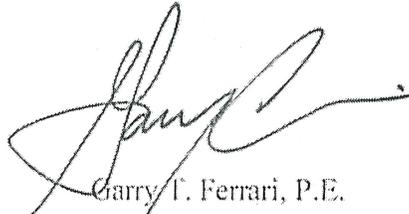
- v. Replace coping at parapet.
- g. Elevator Shaft:
 - i. Demolish the Structural Clay Tile system at the elevator shaft and replace with masonry or a light gauge steel shaft wall system as appropriate and as required by fire code.
 - ii. Budget for reconstruction of the elevator penthouse.
 - iii. Budget for structural improvements to support new vertical steel rail supports at the elevator shaft.
- h. Brick masonry and façade:
 - i. Carry a budget for reconstruction of the existing brick masonry parapet.
 - ii. Reconstruction of the shallow brick arches over the windows and replacement with galvanized steel lintels.
 - iii. 100% repointing of the exterior brick masonry.
 - iv. Selectively replace damaged brick units at the building exterior.
 - v. Evaluate brick masonry exterior coating and remove and/or replace as required.
 - vi. Identify extent of mortar damage at interior side of brick masonry walls and repoint and/or reconstruct as necessary.
 - vii. Consider structural improvement of attachments between joists and brick masonry at joist pockets (no positive attachment currently exists).
 - viii. Perform a more detailed investigation of the condition of the façade structural elements and finish materials (requires lift equipment), including the front and rear cornice at the roof level to determine the scope of necessary repairs.
- i. Exterior Steel Fire Escape
 - i. Demolish the steel fire escape in its entirety.
 - ii. Budget for the installation of alternative means of egress as may be required by code – likely in the form of an interior egress stair.
- j. Under sidewalk vault:
 - i. Perform a detailed evaluation of the sidewalk vault and structural steel framing that supports the public sidewalk. Alternatively, the vault may be filled based upon a proper structural design.
 - ii. Notify the local Fire Department that the sidewalk should not be accessed by emergency vehicle wheel traffic.
- k. General:
 - i. Engage a licensed exterminator to determine if there is an active insect presence within the building and if treatment is necessary.

CLA Engineers, Inc. stands behind the accuracy of statements and observations contained in this report, however, this report is not intended to be considered as any guarantee or warranty (expressed or implied) of the present or future structural condition of the building. This report represents our professional opinion based on visible and readily accessible primary structural building components observed during the above structural assessment. This report has been prepared for specific application to the subject project and is not intended as a specification for construction.

In the event that any changes in the nature, design and location of structures is planned, the conclusions and recommendations contained in this report should not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.

Thank you for choosing CLA Engineers. Please call if you need anything further.

Very Truly Yours,
CLA Engineers, Inc.



Garry T. Ferrari, P.E.
Associate



Photo No. 1 – General view of the front façade, looking south



Photo No. 2 – General view of the Williams and Chester Building front facade



Photo No. 3 – General view of the Reid and Hughes Building front façade



Photo No. 4 – General view of the rear of the Reid and Hughes Building, looking northwest

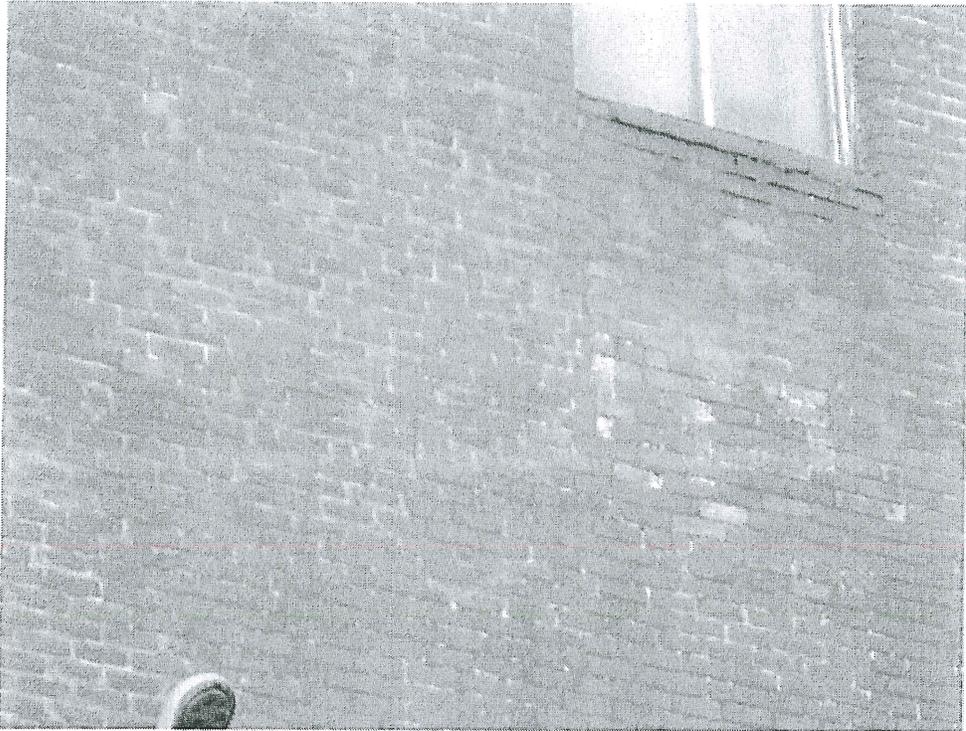


Photo No. 5 – Detailed view of the brick condition at the east side of the Reid and Hughes Bldg.

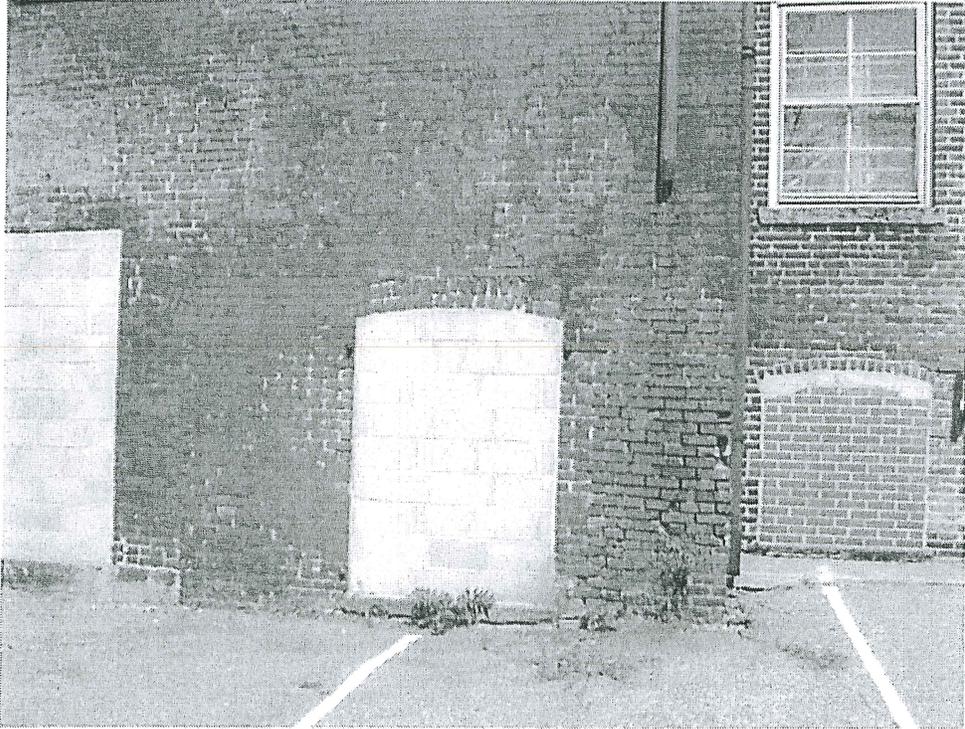


Photo No. 6 – Detailed view of the condition of the brick at the rear of the building



Photo No. 7 – Detailed view of the brick exterior at the Reid and Hughes building, looking north



Photo No. 8 – Damaged brick masonry arch over windows at the south side of the building

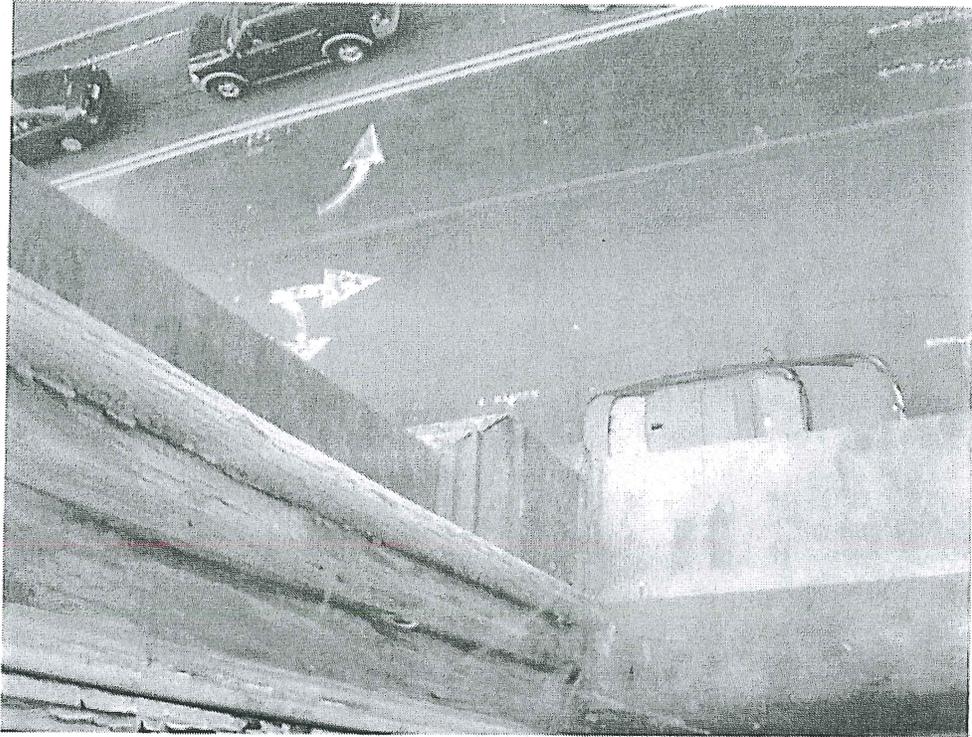


Photo No. 9 – The front façade of the Reid and Hughes – note openings in the metal work

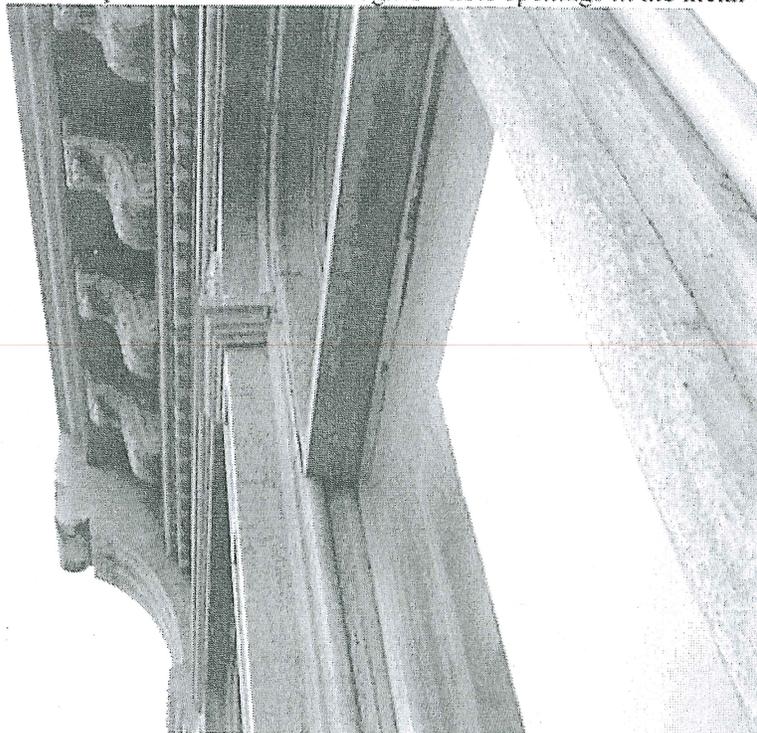


Photo No. 10 – General view of the front façade of the Reid and Hughes Building, looking East



Photo No. 11 – General view of the front façade of the Reid and Hughes Building, looking West



Photo No. 12 – Detail of the brick condition at the west side of the Reid and Hughes, 4th Floor



Photo No. 13 – Poor Condition of the roof coverings of the Williams and Chester, looking north



Photo No. 14 – Failed fire escape framing at the west wall of the Reid and Hughes



Photo No. 15 – View of the fire escape at the west wall of the Reid and Hughes, looking south



Photo No. 16 – View of the condition of the masonry at the west wall of the Reid and Hughes

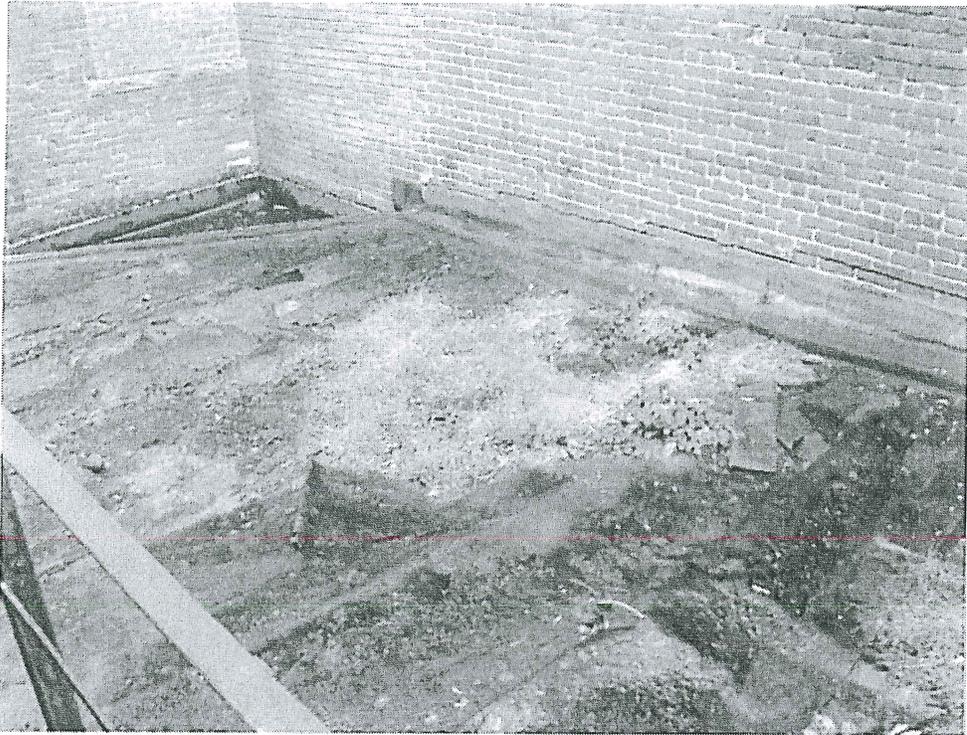


Photo No. 17 – Vegetative growth at the south end of the roof at the Williams and Chester Bldg.



Photo No. 18 – The north end of the low roof at the Williams and Chester Building



Photo No. 19 – View of the condition of the masonry at the west wall of the Reid and Hughes



Photo No. 20 – Overall view of the low roof at the Williams and Chester Building looking north



Photo No. 21 – Reinforced concrete sidewalk vault framing at the Williams and Chester Bldg



Photo No. 22 – Brick arch sidewalk vault at the Williams and Chester Building

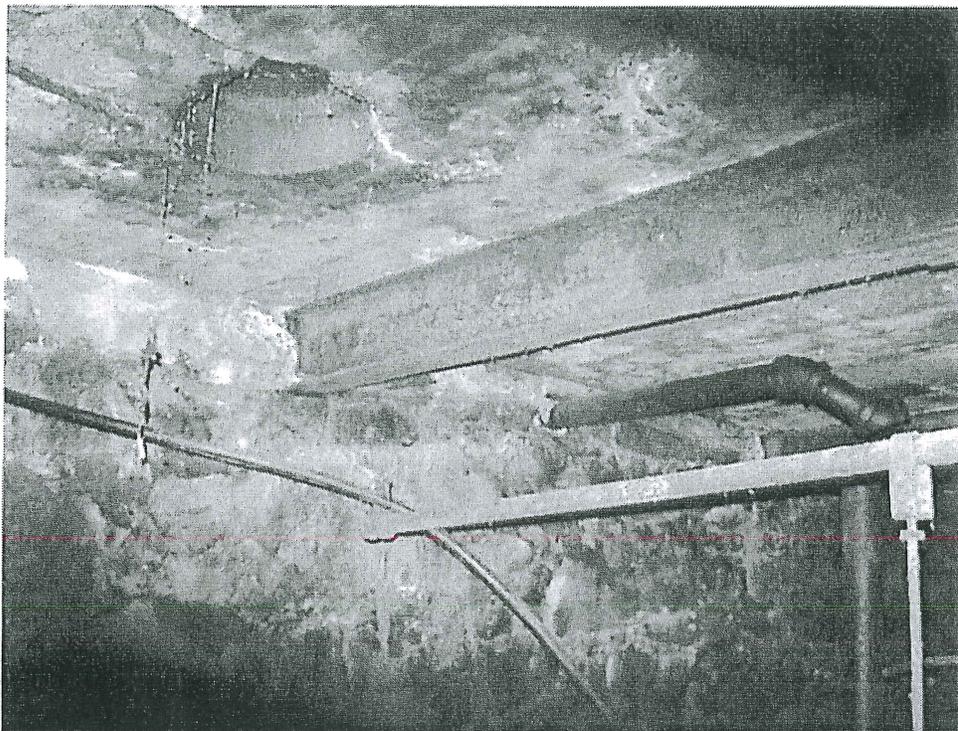


Photo No. 23 – sidewalk vault framing at the Williams and Chester Bldg



Photo No. 24 –sidewalk vault framing at the Williams and Chester Bldg



Photo No. 25 – Steel beam supporting the sidewalk framing at the Williams and Chester Bldg

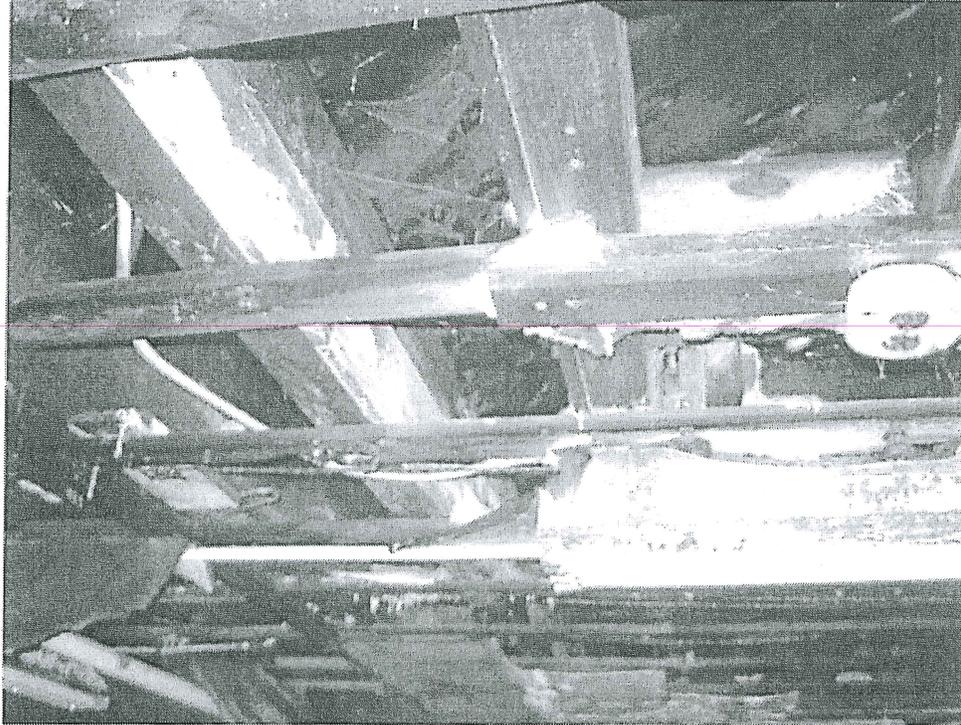


Photo No. 26 – General view of white colored fruit bodies at the first floor framing

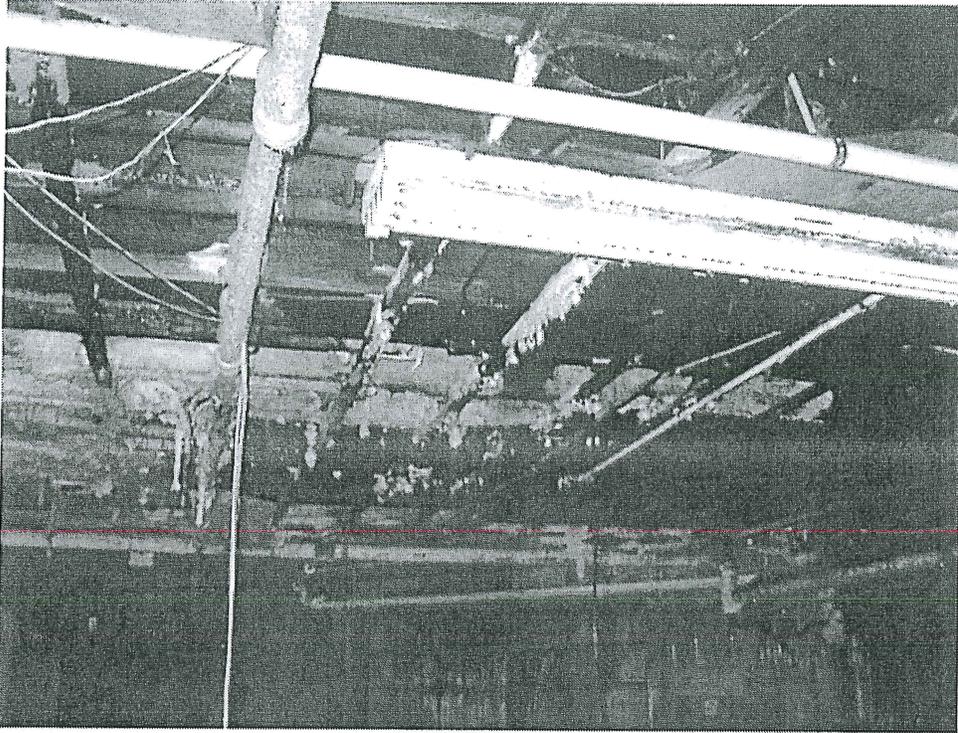


Photo No. 27 – General view of white colored fruit bodies at the first floor framing

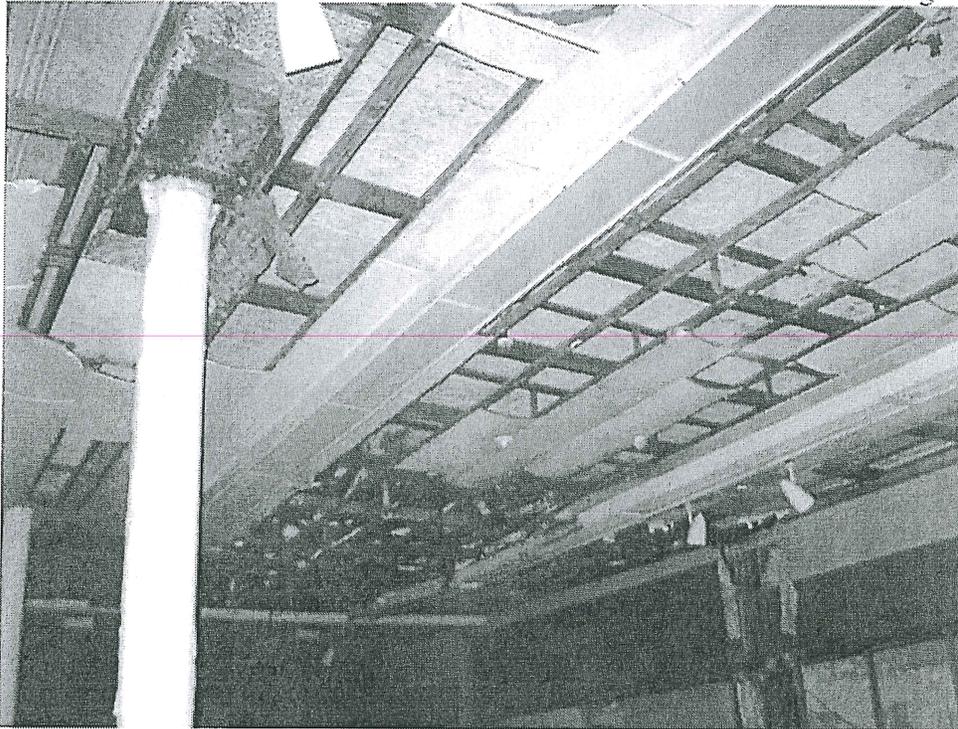


Photo No. 28 – General view of the ceiling at the first floor of the Williams and Chester Bldg

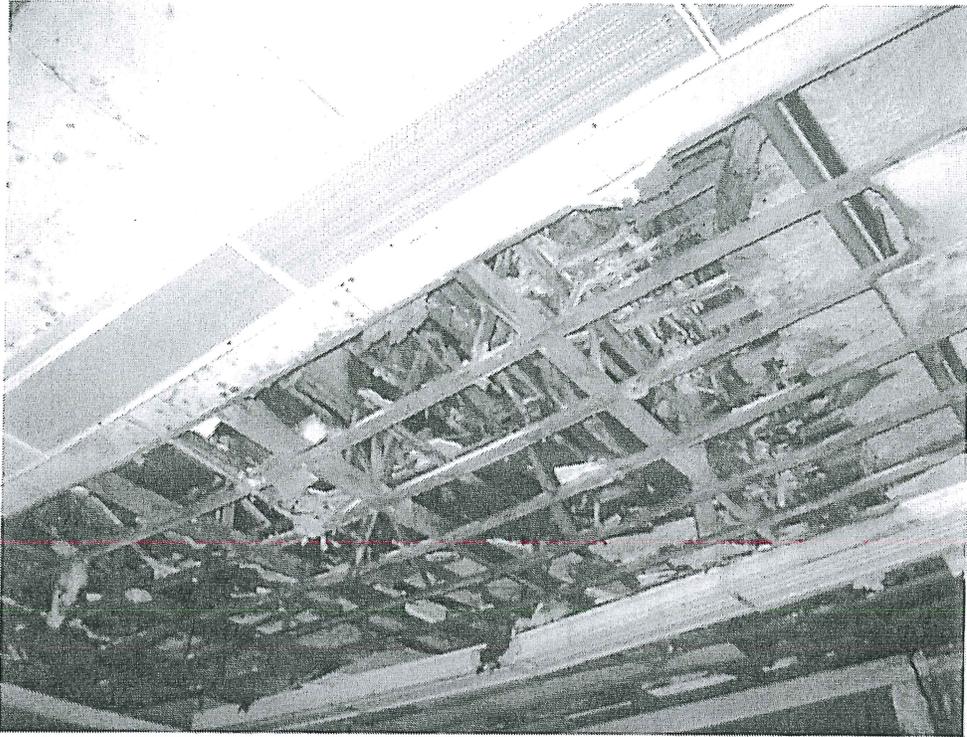


Photo No. 29 – General view of the ceiling at the first floor of the Williams and Chester Bldg



Photo No. 30 – Standing water at the first floor – south end of the Williams and Chester building



Photo No. 31 – Mortise and tenon joist connection and shear failure of the 2nd floor girder

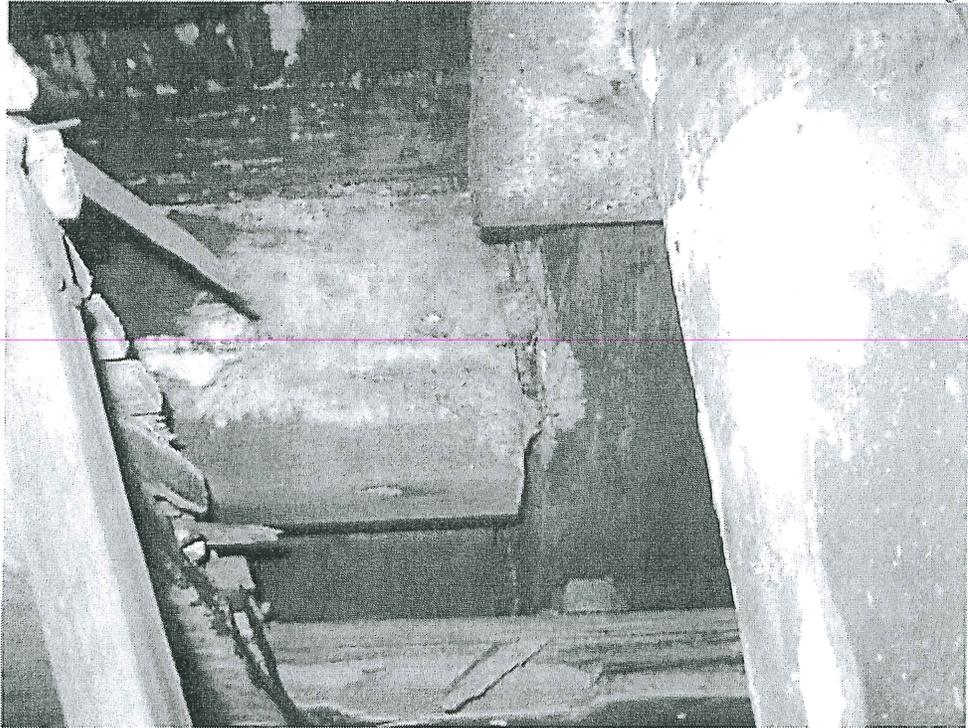


Photo No. 32 – Water Damage and fruit bodies at Joist connection at 2nd floor



Photo No. 33 – Joist and girder failure at the second floor framing

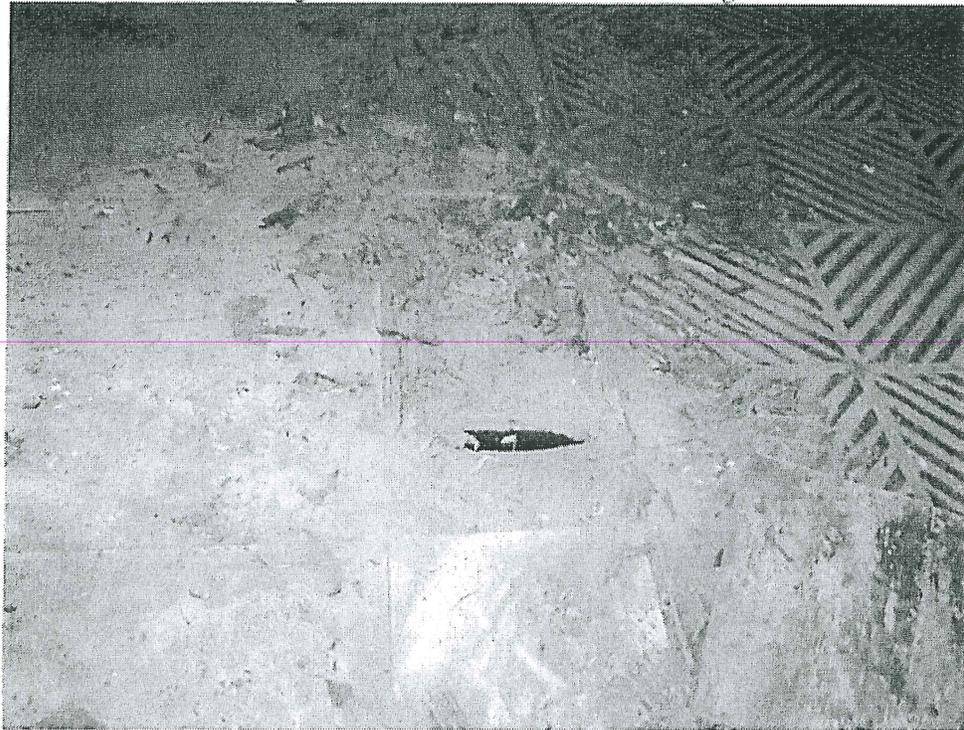


Photo No. 34 – Water damage to the first floor deck near the entry

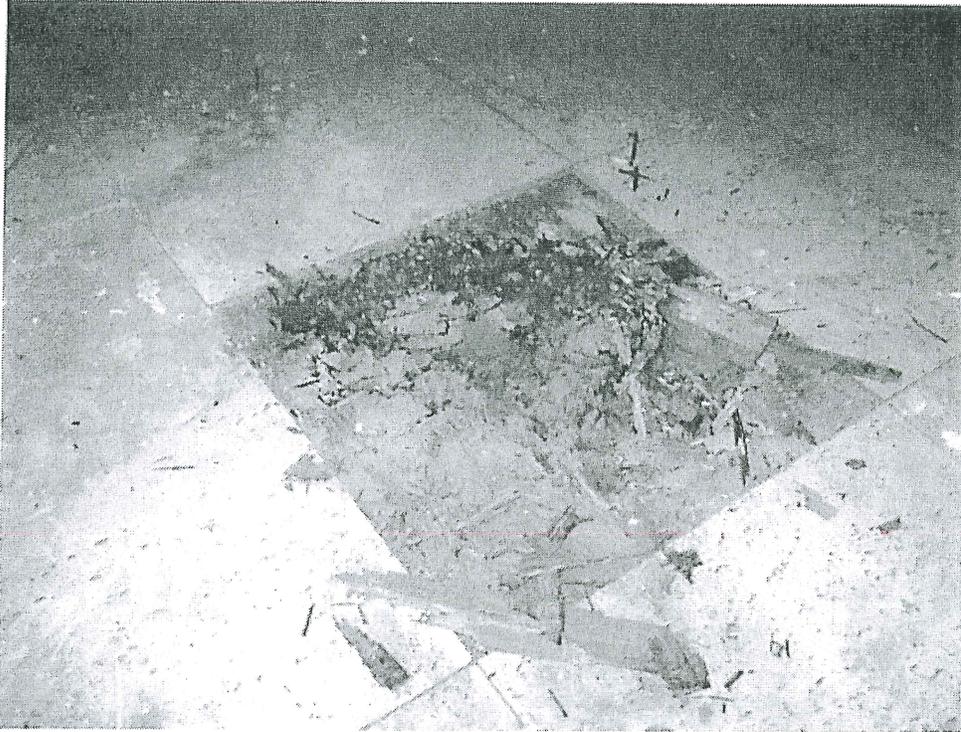


Photo No. 35 – Water damage to the first floor deck near the entry

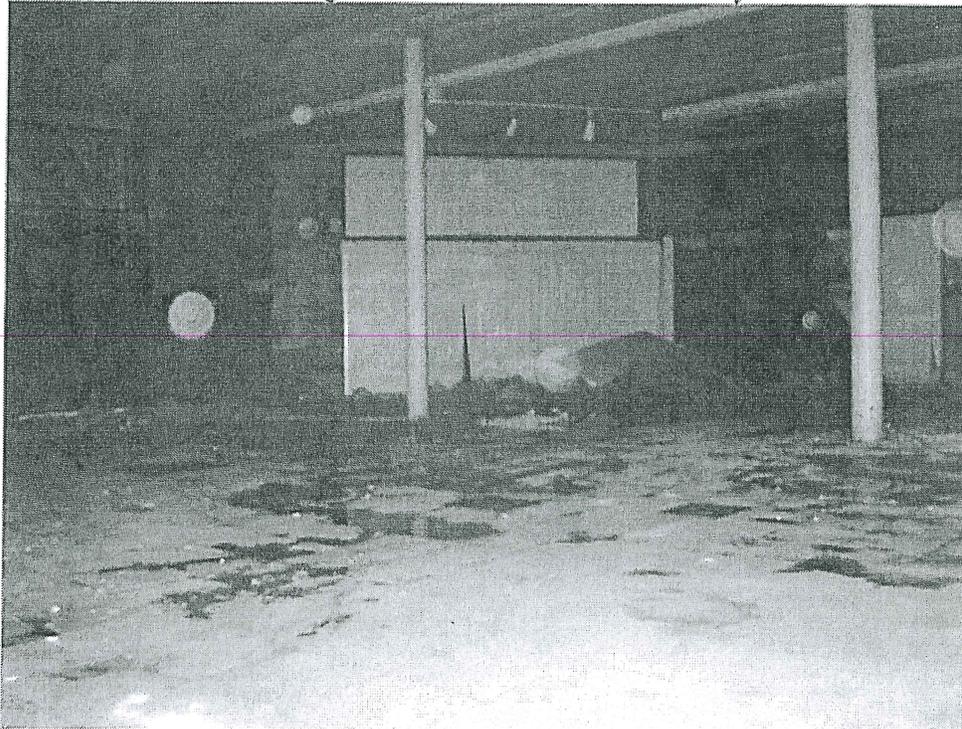


Photo No. 36 – Standing water at the first floor – looking southwest

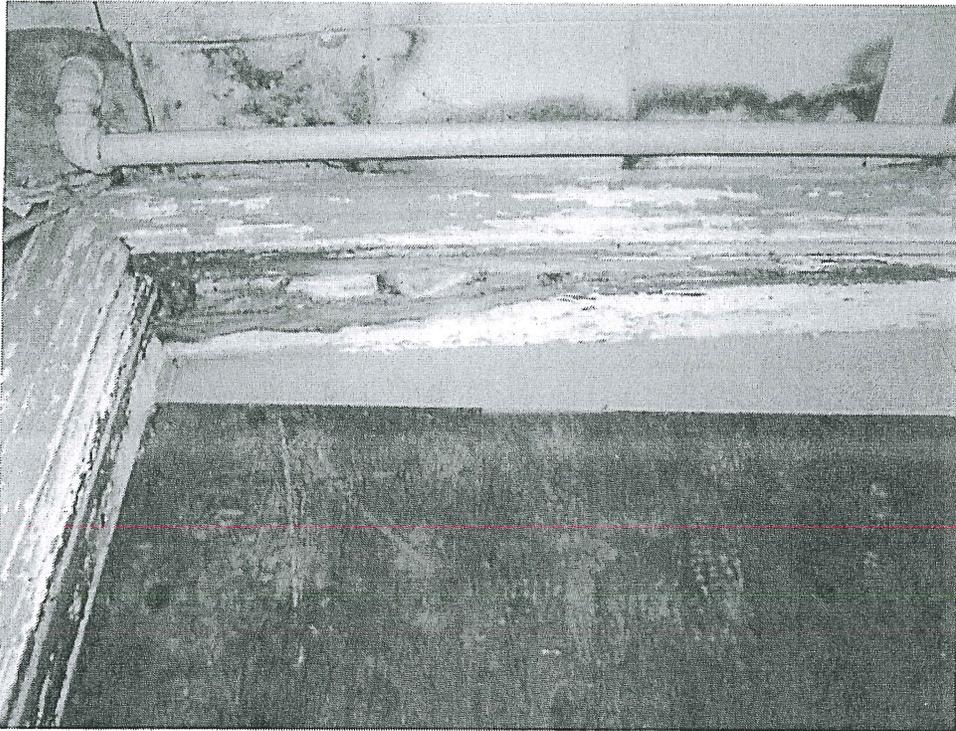


Photo No. 37 – Brick failure over one of the rear windows at the second floor

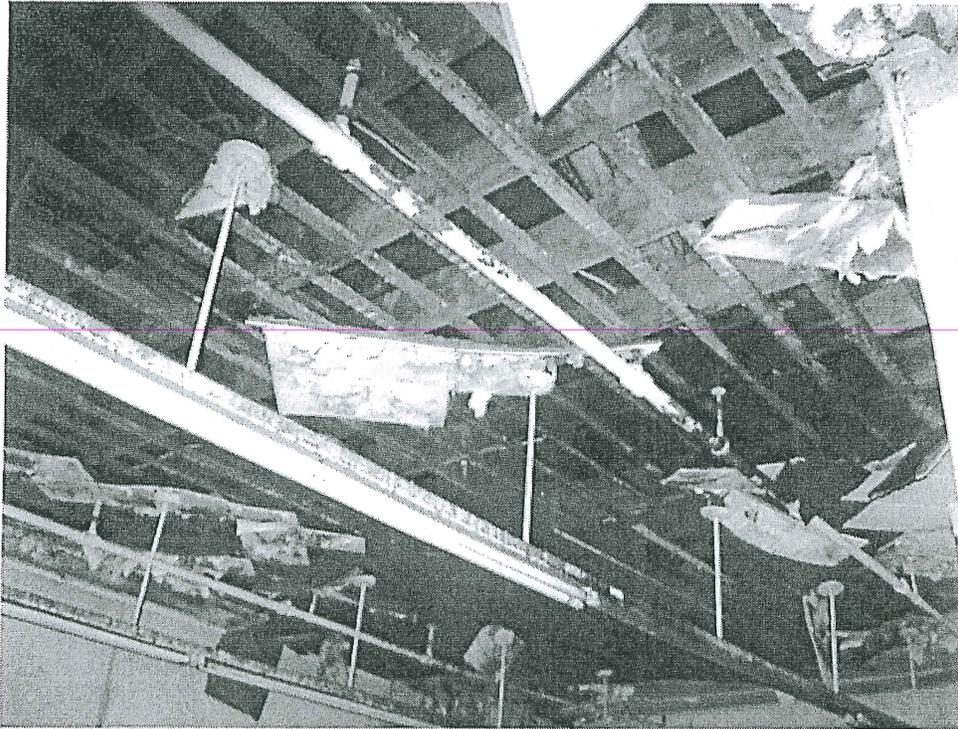


Photo No. 38 – Roof framing at the north end of the Williams and Chester Bldg



Photo No. 39 – Brick failure over one of the rear windows at the third floor

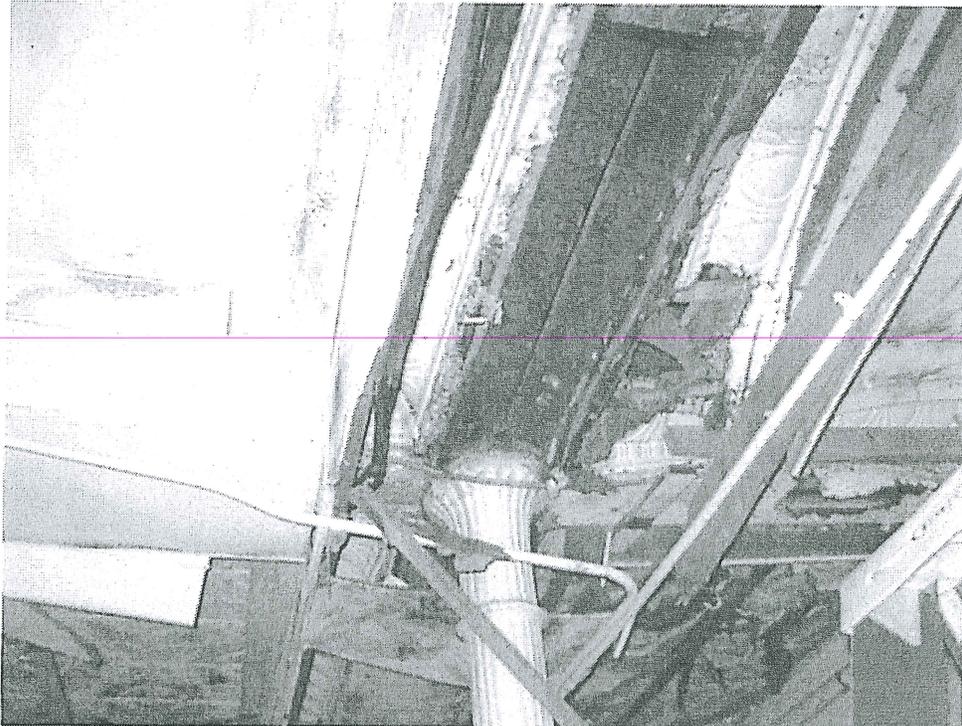


Photo No. 40 – General The main girder at the fourth floor of the Reid and Hughes Building



Photo No. 41 – Shoring at the fourth floor of the Reid and Hughes

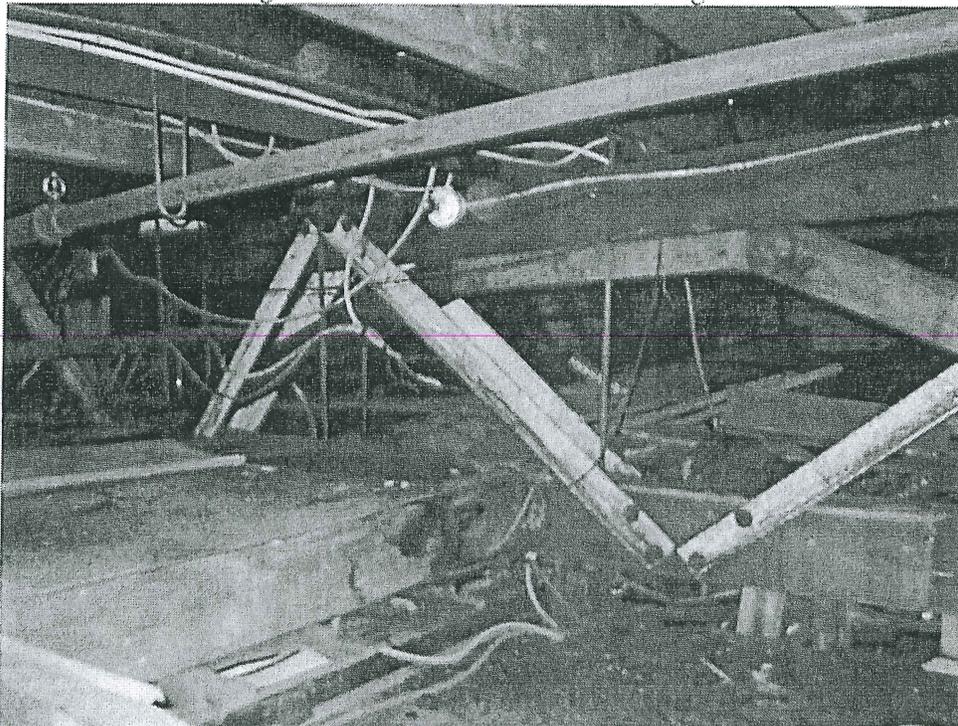


Photo No. 42 – Roof framing at the north end of the Reid and Hughes Building, looking west

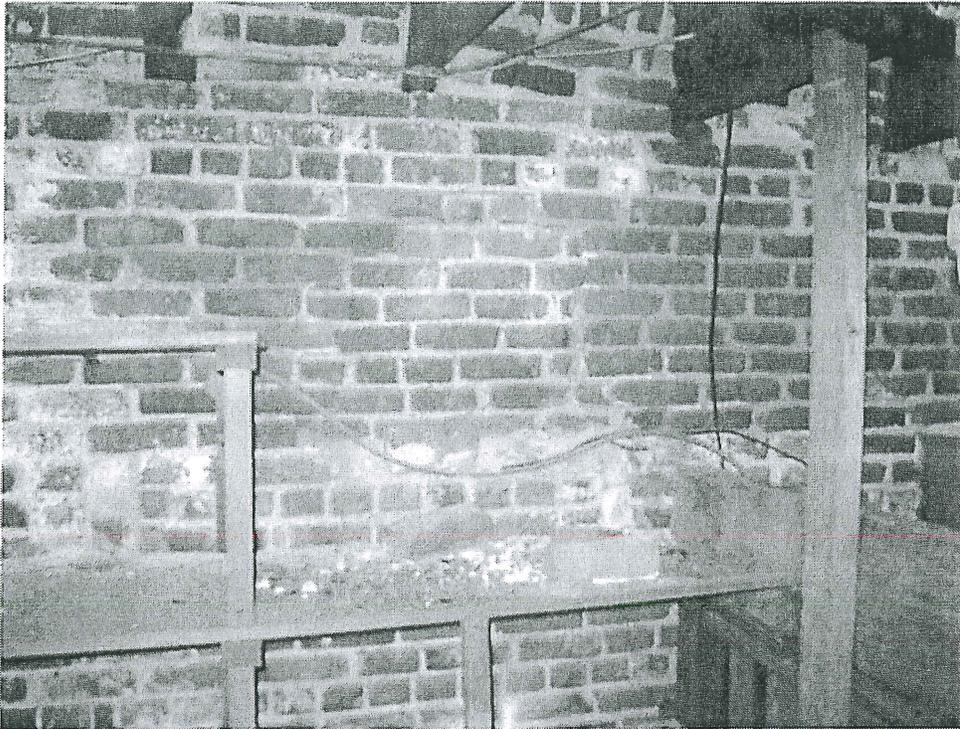


Photo No. 43 – Masonry failure at the east side of the Reid and Hughes near above the 4th floor

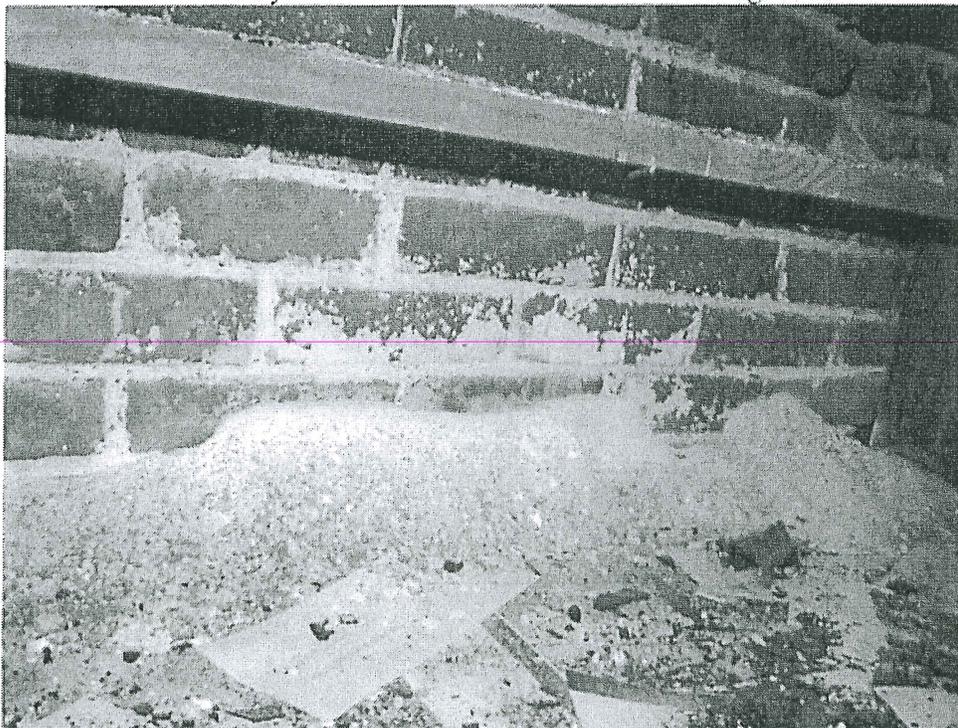


Photo No. 44 – View of mortar loss above the fourth floor (interior)

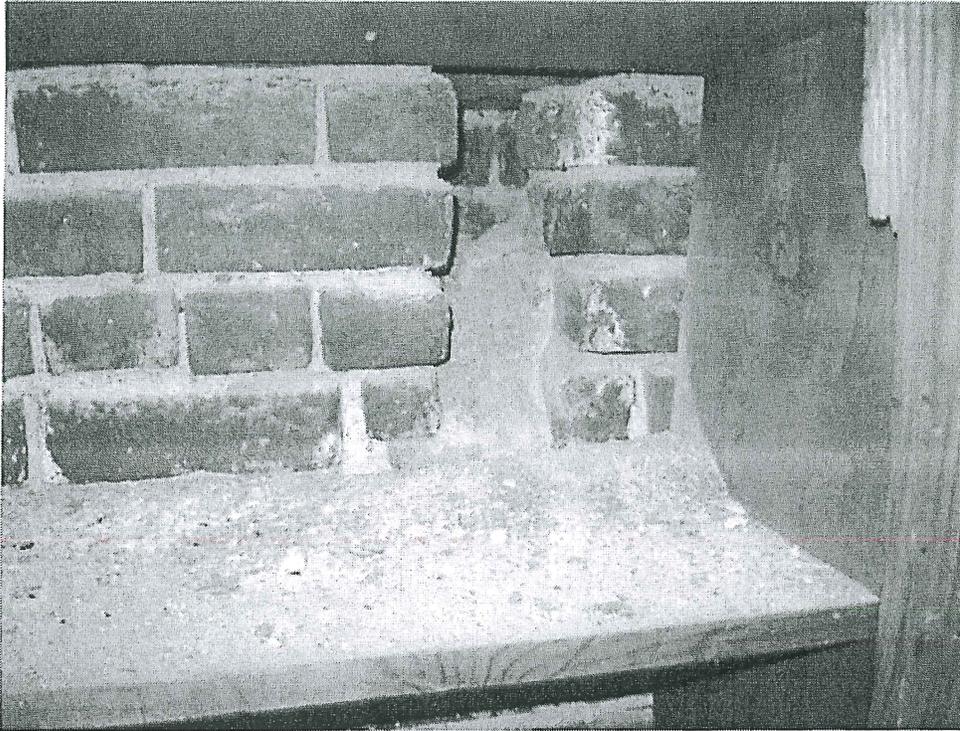


Photo No. 45 – View of mortar loss above the fourth floor (interior)

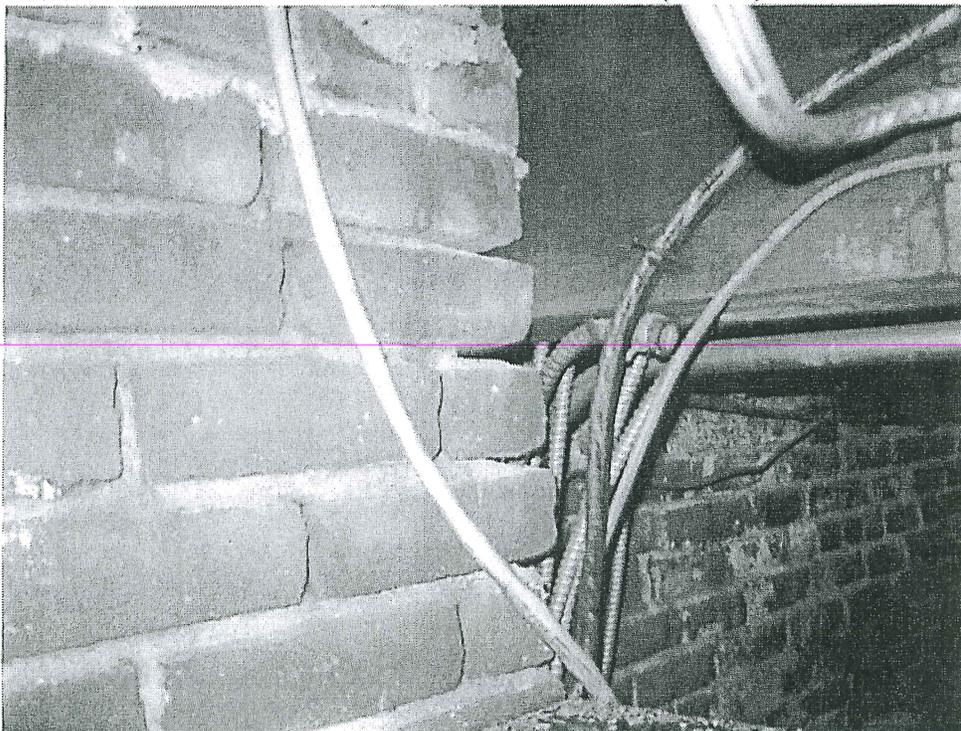


Photo No. 46– View of mortar loss above the fourth floor (interior)



Photo No. 47- Steel framing at the front façade above the 4th floor and mortar loss



Photo No. 48- General view of the 4th floor, looking south



Photo No. 49 – General view of the 4th floor, looking south



Photo No. 50 – Moisture damage and secondary framing system (at left) at the fourth floor

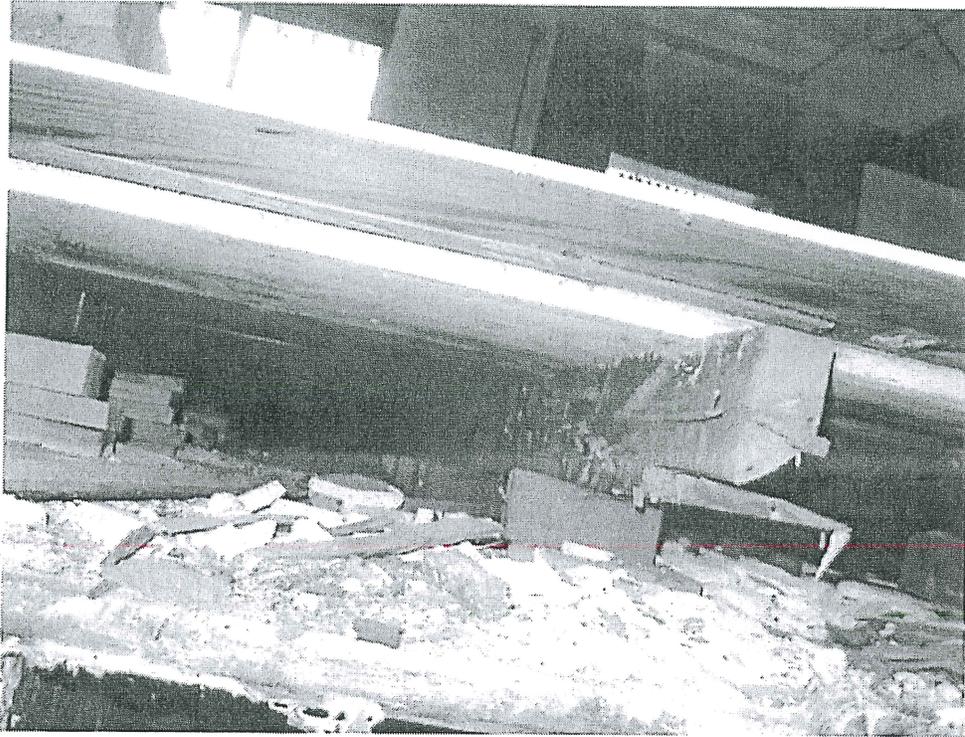


Photo No. 51 – The fourth floor secondary framing system

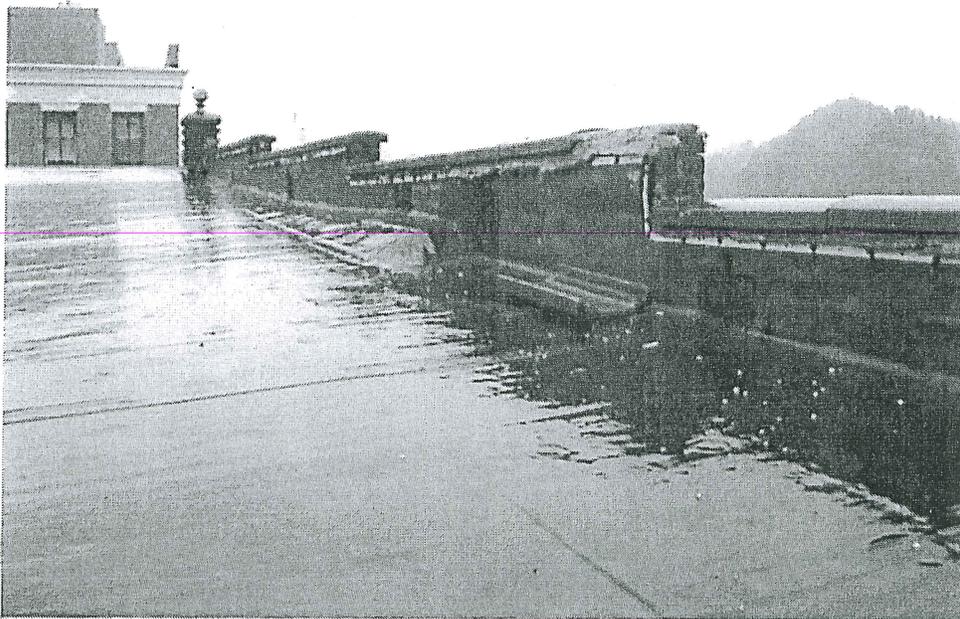


Photo No. 52 – Damage to the coping and parapet, looking northeast

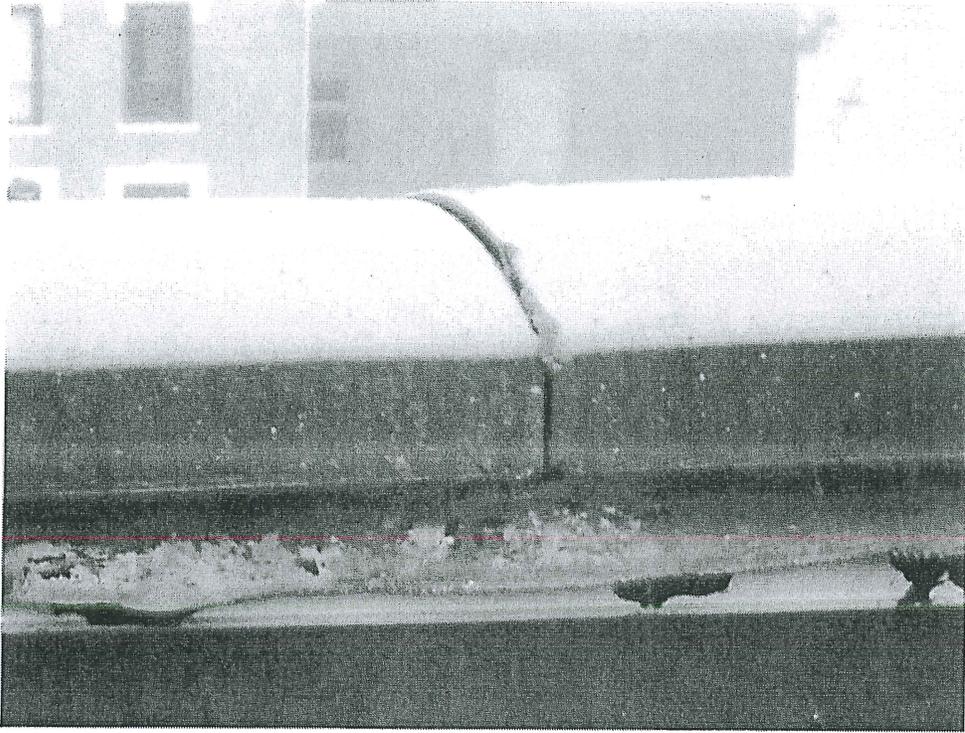


Photo No. 53 – Open joints at the coping

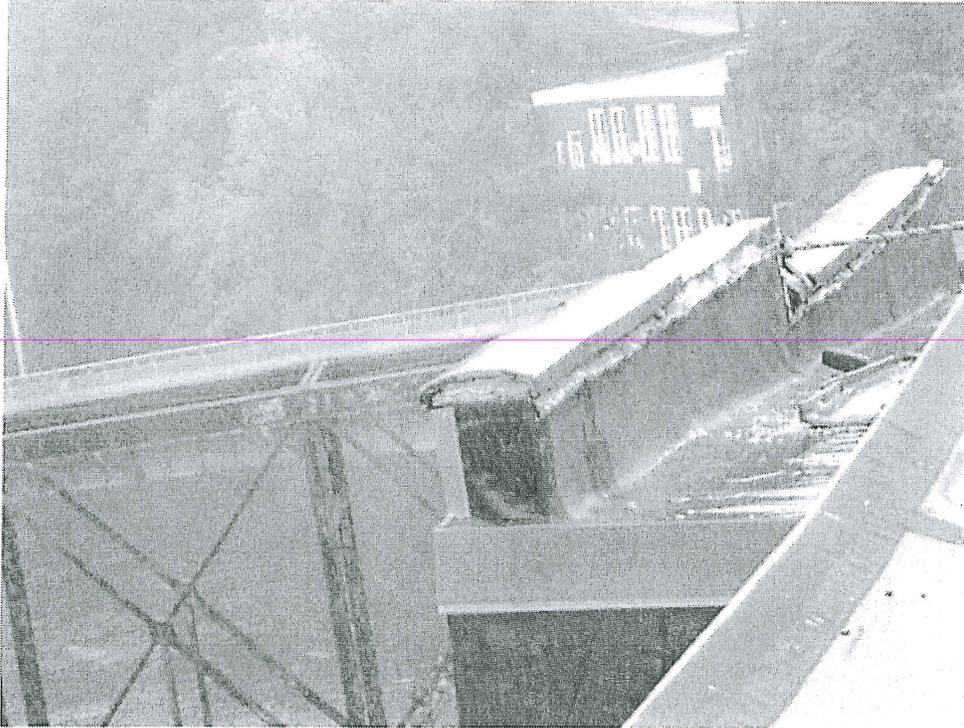
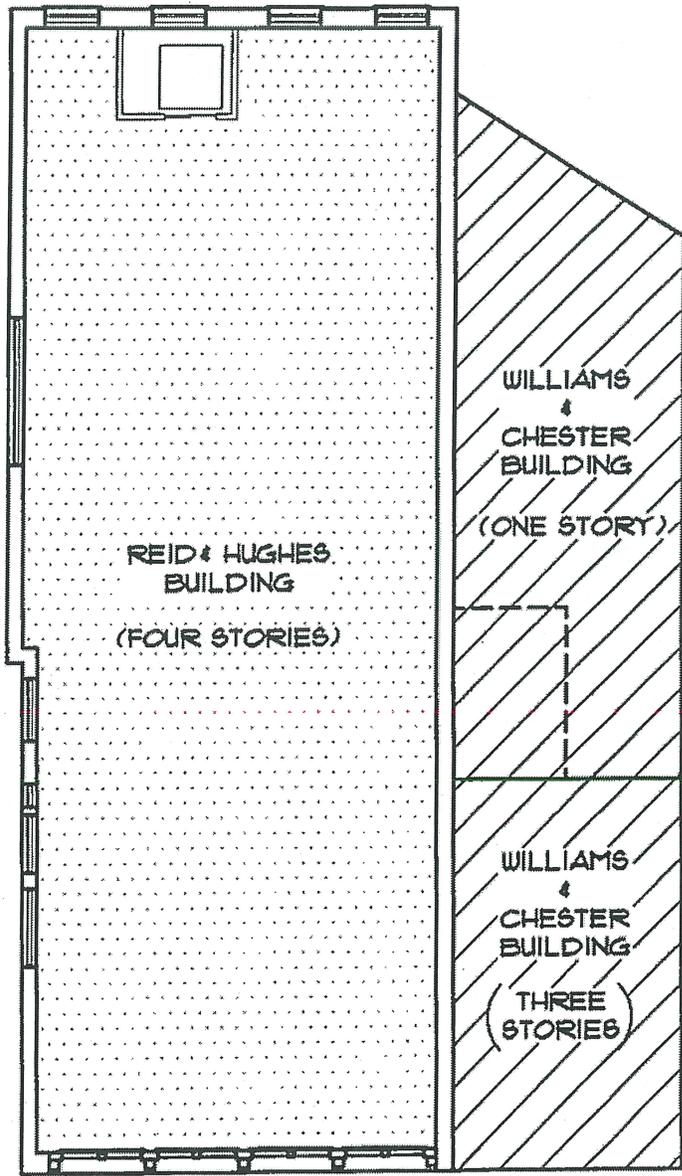


Photo No. 54 – Damage to the coping, looking south



KEY PLAN

CLA Engineers, Inc.
 CIVIL · STRUCTURAL · SURVEYING

317 Main Street Norwich, Connecticut
 (860) 886-1966 Fax (880) 859-0039
 www.claengineers.com

REID & HUGHES

NORWICH, CT

KEY PLAN

Project No.
 CL-11-4857
 Proj. Engineer:
 G.T.F.
 Date:
 9/16/11
 Sheet No.

1

PROPOSAL FORM

REQUEST FOR DESIGN PROPOSALS

BID SPECIFICATIONS FOR DEMOLITION OF 193-201 MAIN STREET

ITEM	DESCRIPTION	UNIT	AMOUNT
1.	Demolition Specifications	LS	_____

TOTAL _____

I/We agree to perform the above noted work at the lump sums prices listed above.

Date

Authorized Signature

Firm (Print)

CONTRACT FORMS



City of Norwich

100 Broadway
Norwich, CT 06360

Phone: (860)823-3700
Fax: (860)885-2131

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this ___ day of _____, by and between _____ (legal name and address), hereinafter called "**Consultant**" and the City of Norwich, 100 Broadway, Norwich, CT 06360, hereinafter called "**City**."

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

The Consultant agrees to perform the ___ services described below

- 1. TERM OF THE CONTRACT:** The start date for this contract shall be _____ and the completion date shall be _____
- 2. SERVICE TO BE PERFORMED:** The Consultant shall perform the services in accordance with the provisions contained in _____, as specifically stated in the _____ and as may be specifically designated and additionally authorized by the City. Such additional authorizations will be in the form of a Purchase Order. Each Purchase Order shall set forth a specific scope of services, the amount of compensation and the required completion date.
- 3. 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 the City, 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 the City, the Contractor or any of their consultants, agents or employees from those set forth in the Contract Documents.

- 4. COMPENSATION:** The City shall pay Consultant _____, (\$ _____), in accordance with the provisions contained in the _____, which is attached hereto as Exhibit _____, and incorporated herein as if set forth in full.
- 5. STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a Consultant under similar

circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

- 6. INDEMNIFICATION:** Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting the re-from, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). Violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). Liens, claims or actions made by the Consultant or any sub-Consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Connecticut General Statutes as amended from time to time.

- 7. INDEPENDENT CONSULTANT:** Consultant undertakes performance of the services as an independent contractor under this Agreement, and shall be wholly responsible for the methods of performance. The City shall have no right to supervise the methods used, but the City shall have the right to observe such performance. Consultant shall work closely with the City in performing services under this Agreement.
- 8. PAYMENTS:** The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Article 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents.
- 9. COMPLIANCE WITH LAWS:** In performance of the services, Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.
- 10. INSURANCE:** During the performance of the services under this Agreement, Consultant shall maintain the following insurance policies, and provide originals or certified copies of all policies, and shall be written by an insurance company authorized to do business in Connecticut.

Worker's Compensation Insurance: The Consultant shall procure and maintain for the life of this Agreement, Workers' Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-Consultant that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Norwich, executed by the insurance company. Thirty (30) days' notice of cancellation is required and must be provided to the City of Norwich via Certified Mail.

Comprehensive General Liability: The Consultant shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Consultants' Products and Completed Operations and Contractual Liability with specific reference of Article 5 of this Agreement. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

Business Automobile Liability: The Consultant shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.

Contractor Professional Liability (Errors and Omissions) Insurance: \$1,000,000 each claim/\$1,000,000 annual aggregate.

The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Thirty (30) days written notice must be provided to the City via Certified Mail in the event of cancellation.

In the event that sub-Consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the City for any claim in excess of the sub-Consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-Consultants.

Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

- 11. CITY'S RESPONSIBILITIES:** The City shall be responsible for providing access to all project sites, and for providing project-specific information.

12. TERMINATION OF AGREEMENT

Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if

such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

- 13. NONDISCLOSURE OF PROPRIETARY INFORMATION:** Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.
- 14. UNCONTROLLABLE FORCES:** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

- 15. 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.
- 16. 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.
- 17. WAIVER OF JURY TRIAL:** CONSULTANT 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 CONSULTANT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THE CITY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF CONSULTANT'S CONSENT TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

18. MISCELLANEOUS

Nonwaiver: A waiver by either City or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

- 19. SUCCESSORS AND ASSIGNS:** The City and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.
- 20. CONTINGENT FEES:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 21. TRUTH-IN-NEGOTIATION CERTIFICATE:** Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

- 22. OWNERSHIP OF DOCUMENTS:** Consultant shall be required to work in harmony with other **Consultants** relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City.
- 23. FUNDING:** This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
- 24. NOTICE:** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by United

States Postal Service (USPS) Certified Mail, USPS Express Mail, air or ground courier services, or by messenger , as follows:

CITY:

John Bilda, Acting City Manager
City of Norwich
100 Broadway
Norwich, CT 06360

Michael E. Driscoll, Corporation Counsel
Brown Jacobson PC
22 Courthouse Square
Norwich, CT 06360

CONSULTANT

Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Facsimile is acceptable notice effective when received, however, facsimiles received (i.e.; printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

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.

OWNER:

CONSULTANT:

Its Duly Authorized Agent

Its Duly Authorized Agent

Approved as to form:

Michael E. Driscoll, Corporation Counsel

Date Signed _____

DRAFT