



City of New London

Department of Finance-Purchasing Agent

13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2019-13

Opening Date and Time: February 25, 2019 at 2:00 P.M.

Title: Community Recreational Facility – Architectural & Engineering Design Services

Special Instructions: All questions should be directed to Felix Reyes, Director of ODP at freyes@ci.new-london.ct.us by Noon on February 19, 2019. An Addendum with the answers to all questions will be issued and posted to the websites listed below after the question deadline date.

City of New London - <http://ci.new-london.ct.us>
State of Connecticut -DAS - <http://www.das.state.ct.us>

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

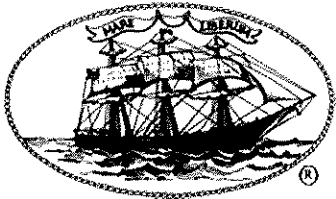
Sealed Proposal No.: 2019-13 Community Recreational Facility – Architectural & Engineering Design Services

Not to be opened until February 25, 2019 at 2:00 P.M.

Return Proposal to:

Dedra Aker, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



City of New London

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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2019-13**
Community Recreational Facility – Architectural & Engineering Design Services

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

Date Issued: 2/11/19

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: _____

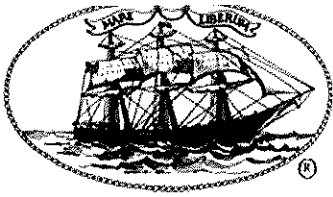
Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: daker@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.



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Standard Request for Proposals (RFP) and Contract Terms and Conditions

All Requests for Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposals.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the 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 Proposals

1. Proposals must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Proposals. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Proposals will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to proposals received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposals.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Proposals.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Proposals and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is 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 the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. ~~Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. 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 of the partners and indicate they are "doing business as"; Individual — must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) 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.~~

~~**Bid Bond** — Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)~~

~~**Performance Bond** — One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).~~

~~**Labor and Material Payment Bonds** — One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).~~

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. 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

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

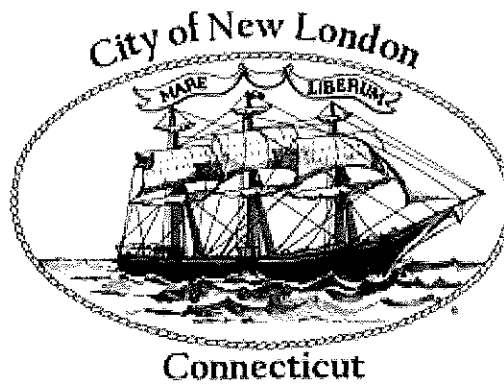
Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London 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 Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number 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.

REQUEST FOR PROPOSAL 2019-13
COMMUNITY RECREATIONAL FACILITY -
ARCHITECTURAL & ENGINEERING DESIGN SERVICES



Prepared by:

The Office of Development and Planning

181 State Street, 2nd Floor

New London, CT 06320

February 11, 2019

Request for Proposal (RFP) 2019-13

Community Recreational Facility - Architectural & Engineering Design Services

The City of New London is accepting written proposals from qualified firms to provide architectural and engineering services.

All proposals, regardless of delivery method, must be complete and sealed. Proposals shall be submitted to the below listed contact no later than 2:00 PM on February 25, 2019.

Dedra Aker, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposals shall be clearly marked on the envelope as **“PROPOSAL 2019-13 COMMUNITY RECREATIONAL FACILITY - ARCHITECTURAL & ENGINEERING DESIGN SERVICES”**.

A recommendation will be submitted to the City Council on March 4, 2019 at 7:00 PM to approve both the service agreement contract and funding.

I. Purpose and Objective

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified design firms (herein referred to as "A/E") interested in contracting with the City of New London to provide desired services as outlined in this RFP.

The City of New London has identified the following objectives:

- Provide an accessible recreational facility for our community of all ages.
- Create a recreational facility that is free of schedule conflicts with public school facilities.
- Construct a recreational facility that is energy efficient and cost effective.
- Provide a recreational facility that is dynamic and can host several sporting activities and art programs.
- Motivating local residents and businesses to become more involved through volunteering
- Supporting the development of community-led activities to improve local environments

II. Background

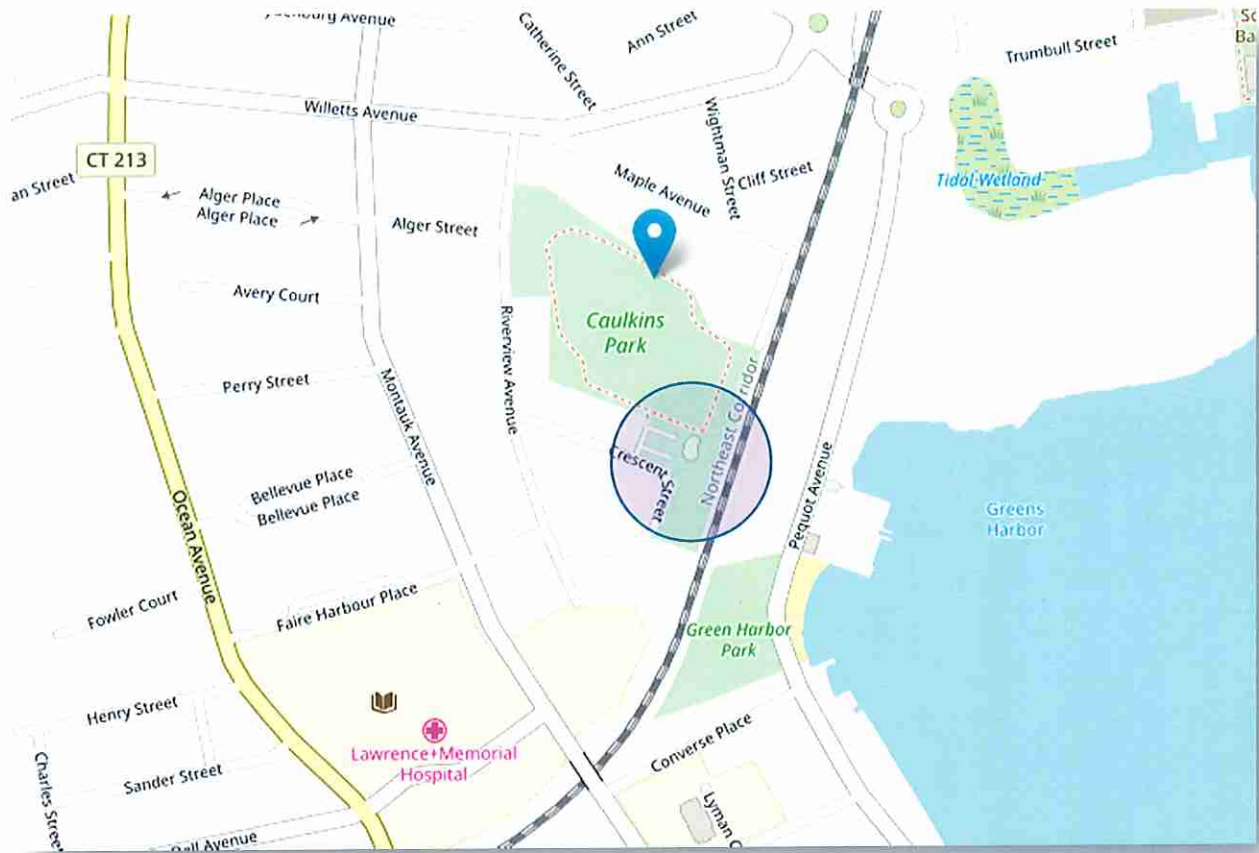
It is the priority of this Administration to provide a new Community Recreational Facility to its residents. The recreation facility's main purpose will be to provide opportunities for active living and recreation in a safe, inclusive environment. Currently the only non-public school facility that is open to the public is the Martin Center at 120 Broad St. This building is currently on the market to be privately developed for housing, leaving the need to replace the basketball court and several other arts & culture programmatic spaces. The timing of this project is tied into the city's efforts to address both its housing and community space needs.

To best achieve this goal, it is the intention of the city to construct a pre-engineered steel building. Basic structural specifications of the building are included under **Appendix A**.

III. Scope of Services

The following scope of design services, including structural, mechanical, electrical, plumbing and site / civil engineering services, energy modeling/analysis and energy, technology and security integration and management, shall be provided by the A/E for the construction of a Community Recreational Facility at:

Caulkins Park:



A/E's scope of services do not include technology consultation. Technology recommendations and direction will be provided by the city's IT department. Services should include coordination with internal department recommendations and consultants engaged to provide specifications on energy, public utilities, technology/communication and security integration.

*Note: There have been previous projects done in the vicinity of this building location and site plan drawings are available for reference. See **Appendix B** (Crescent Street Site Plan)*

Consultants Information:

Milone & MacBroom
195 Church St.
New Haven, CT 06510
203-344-7887

- **Pre-Design & Kick-off Meeting (Phase I):** Participate and follow directives conveyed in a visioning work session in collaboration with the Office of Development & Planning and the Parks & Recreation Department. Review programmatic needs, site specific challenges and overall roadmap to develop a finished product.

*Note: Internal Renderings & Plans were done internally as an exercise to determine programmatic needs. See **Appendix C***

- **Schematic Design Phase (Phase II):** Refine program, space needs and project scope. This phase will involve meetings with staff from ODP, Parks & Rec. and local governmental officials for program development and refinement. It is the expectation of the group to be presented floor plans and a preliminary site plan on the where the building should be positioned.

- **Design Development Phase (Phase III):** After approval and acceptance of the end product from Phase II by the City of New London, the A/E will work to create detailed plans for building elevations, material selections, mechanical, plumbing, electrical / control systems and final design. Revisions of the plan may be needed as the project is developed during this planning stage. The A/E shall provide energy modeling (Mechcheck) for mechanical and other building systems under consideration. The A/E will then prepare a final design plan based on the input received from the City of New London and any applicable governmental agencies responsible for project approvals.

- **Construction Documents (Phase IV):** After approval and acceptance of the end product from Phase III by the City of New London, the A/E will be responsible for preparation of the required architectural / engineering drawings and product/equipment specifications, e.g. site plan, mechanical, electrical, plumbing, and structural plan (based on the specifications provided by the engineered building system).

- After final approval of the architectural drawings and plan documents by the City of New London, as well as the appropriate municipal commissions and other governing bodies, the A/E will create detailed construction and specification documents for bidding purposes.
- The final construction documents shall include as a minimum: Site Plan, Landscaping Plan, Storm water Management Plan, Roof Plan, Drainage Plan, Floor Plan(s), Exterior Elevations, Building Sections, Foundation Plan, Framing Plan(s), Details, Plumbing Isometrics, Door / Window / Room finish / Header / Plumbing / Electrical schedule, HVAC Plans, Electrical Plans, Submittal Worksheets and the project manual including specifications in the CSI division format.

- **Bidding & Contract Award (Phase V)** The A/E will assist the City of New London and/or Construction Manager (CM) in bidding the project to prospective prime contractors. Services will include assisting the City with the distribution of plans and specifications, assisting with sub-contractor pre-bid meetings, assisting with formulating responses to prospective bidders' questions, issuing addendums (if necessary), attendance at the bid opening, and providing the City of New London with a recommendation for prime contract awards.

- **Construction Administration & Project Closeout (Phase VI)** The A/E shall be a representative of and shall advise and consult with the City of New London during construction until the final payment to prime contractors is due and during the correction period (Punch List & Certificate of Occupancy).

- Plan Approvals - The A/E in partnership with the city is responsible for the procurement of all zoning and building approvals including, but not limited to, Storm water Management, HVAC, Mechanical, plumbing and/or Fire Protection.
- Construction Related Services - The A/E will provide on the City of New London's behalf, construction administration and inspection services. At a minimum, services to be provided consist of coordinating regular progress meetings, review of shop drawings, assist City of New London in floor and finish material selection, undertake construction observation, process certificates for payment to prime contractors, and facilitate preparation of final record drawings, warranty follow-up and project closeout.
- The A/E, in conjunction with the Construction Manager, shall provide updated budgetary cost estimates during each phase of the design process.

IV. Design Guidelines: City of New London will require the A/E to integrate sustainable principles/design into the City of New London's projects. The A/E shall apply/utilize standards found in the Leadership in Energy & Environmental Design Green Building Rating System or other nationally recognized sustainability program/certification. The City of New London may consider pursuing LEED or other sustainability program/certification. The City of New London may engage the services on an independent commission agent/authority.

The A/E shall integrate City of New London's vision for teaching & learning concepts into the program and design of all projects. The A/E shall include options in the program and design to expand City of New London's options for community access and use of facilities.

V. Project Construction Timeline: August 1st 2019 thru October 2019

The A/E shall integrate City of New London’s vision for teaching & learning concepts into the program and design of all projects. The A/E shall include options in the program and design to expand City of New London’s options for community access and use of facilities.

V. Project Construction Timeline: August 1st 2019 thru October 2019

VI. RFP Timeline

Issue RFP for Community Recreational Facility	2/11/2019
Last date to submit questions (RFI’s)	2/19/2019
Proposals are due on or before 2:00 pm	2/25/2019
Meetings are held with interested firms to discuss project and proposal	3/04/2019
Selection is made	3/05 – 3/06/2019
Contract/negotiations finalized	3/08/2019
Approval of contract by City Council	3/18/2019

VII. A/E Profile

Respondents to this RFP shall include the following minimum information in their proposal:

- a. General qualifications: describe the general qualifications of A/E).

- b. Special qualifications: describe any special or unique qualifications of A/E as they relate to this project including, but not limited to, sustainable/green building design and recreational facility designs.

- c. Staff qualifications: submit resumes showing relevant experience of key personnel to be assigned to this project. Specify the role of each key staff member in the project.

- d. Previous experience: provide a list of clients, including name, address, contact person and telephone number for whom similar or related design services (for elementary and middle school facilities) that have been provided within the last ten (10) years. Include a short description of the project(s), the name of the project manager(s), and other staff members that were assigned and their role(s) in the project.

VIII. Proposal Response

a. Describe how A/E will organize and perform the work described in the Scope of Services section. List the names of any sub-consultants that are intended to be used on the project and the specific services to be provided the sub-consultant(s).

b. Describe A/E's understanding of the project and the planned approach to achieve the goals of the project. Submittal shall include a listing of contemplated tasks and number of estimated hours by personnel classification/discipline for each phase of the project.

c. Describe sustainable or "green" design experience as well as experience working with Focus on Energy.

d. Include conceptual time schedules and related expectations/obligations of the City of New London needed to complete the scope of work specified based on occupancy for this project by October 2019.

e. Provide a fee proposal using the attached fee proposal spreadsheet. Fees shall include ALL meetings needed to successfully complete this project and ALL reimbursable costs other than plan/document printing costs (incurred for this bidding phase of the project) and required plan submittal fees.

f. Provide a description of any possible additional related costs and/or fees (not included in your base fee) that the City of New London might incur as a result of this design process.

g. Provide a description of monthly status reports, e.g. project timeline, deliverables, costs incurred to date, and costs to project timeline.

h. Consultant / Supplier Diversity inclusion in the present RFP and past projects.

IX. Proposal Evaluation/Selection Process / Agreement Award

The responses will be reviewed by an evaluation panel consisting of individuals selected by the City of New London. Responding A/E(s) will bear all costs of this RFP and interviews, if any.

Proposals will be reviewed using the following criteria /elements:

1. Conciseness, responsiveness and completeness of the proposal to the information requested, objectives, and deliverables as outline in the RFP
2. Consultant / Supplier Diversity inclusion
3. Fee Proposal / Cost: Overall fee / billing rates
4. Prior experience, Qualifications, References, Past Performance of A/E
5. Experience with Sustainable or “Green” Design
6. A/E’s Technological Capabilities (to manage this project in a paperless or almost paperless manner)

At the City of New London’s discretion, to further assist in evaluation, some, one, or all of the responding A/E(s) and/or individuals may be requested to participate in an interview process. The interview will be used as another opportunity to clarify any issues within a given proposal and explore the approaches that may be used to satisfy all requirements for the City of New London.

A/E(s) shall submit fee proposal using the Fee Proposal Form provided with this RFP. At the City of New London’s discretion, it may directly negotiate with the best qualified A/E on final scope and fee.

The City of New London may also consider alternative proposals to provide A/E services if there is an opportunity for substantive savings (without adversely affecting the project timeline or quality) and other significant benefits (to be clearly articulated by the proposer and be measurable) accruing to the City of New London.

The City of New London may investigate the qualification of any individual or A/E under consideration, require confirmation of information furnished and require additional evidence of qualifications to perform the services described in this RFP. The City of New London also reserves certain rights, including, but not limited to, the following:

- a. Reject any or all of the proposals
- b. Issue subsequent Requests for Proposals
- c. Cancel the entire Request for Proposal
- d. Remedy technical errors in the Request for Proposal process
- e. Appoint evaluation committees to review qualifications and proposals
- f. Seek the assistance of outside technical experts in evaluation
- g. Approve or disapprove the use of particular subcontractors
- h. Establish a short list of A/E(s) eligible for discussions after review of RFP

- g. Approve or disapprove the use of particular subcontractors
- h. Establish a short list of A/E(s) eligible for discussions after review of RFP
- i. Negotiate with any, all, or none of the A/E(s)
- j. Solicit best and final offers from all, some, or one of the A/E(s)
- k. Award a contract to one or more A/E(s)
- l. Waive informalities and irregularities in RFP
- m. Award without discussion

Selection will be based upon a determination as to which proposal is in the best interest of the City of New London. Any decision made by the City of New London, including the selection of A/E, shall be final and is NOT subject to appeal.

This RFP shall not, in any manner, be construed to be an obligation on the City of New London to enter into a contract or result in any claim for reimbursement of cost for any efforts expended in responding to the RFP or in anticipation of any contract.

Award of Agreement. Upon the completion of the selection process, the City of New London shall notify all A/E(s) of the selection and the successful A/E shall enter into the City of New London's standard service agreement included in these RFP Documents.

X. Submittal Requirements

Any questions concerning this RFP must be submitted via e-mail on or before February 18, 2019 at 4:00 PM to:

Felix Reyes, Director of ODP
E-mail: freyes@ci.new-london.ct.us

Responses to RFP shall be received by the City of New London no later than 2:00 PM on February 25, 2019. Six (6) copies of your proposal are requested.

Proposal shall be marked "**Proposal 2019-13 Community Recreational Facility - Architectural & Engineering Design Services**" and shall clearly identify the A/E submitting the proposal.

Proposals received after the date and time specified will be returned unopened. All proposals will become property of the City of New London.

CITY OF NEW LONDON

Proposal 2019-13

Community Recreational Facility - Architectural & Engineering Design Services

RFP FEE PROPOSAL FORM

Name of A/E: _____

Address: _____

Contact: _____

Telephone: _____

Fax: _____

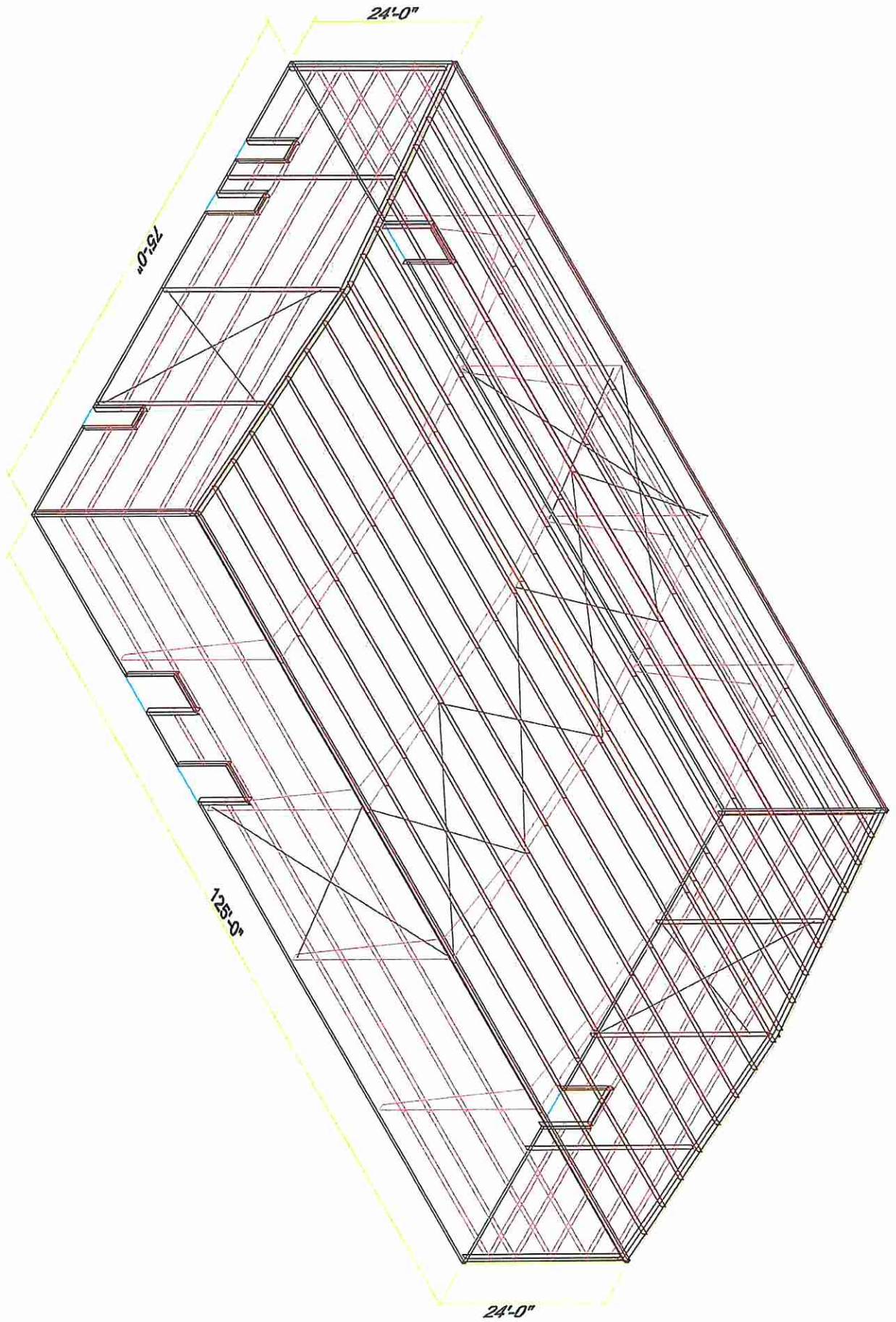
E-mail: _____

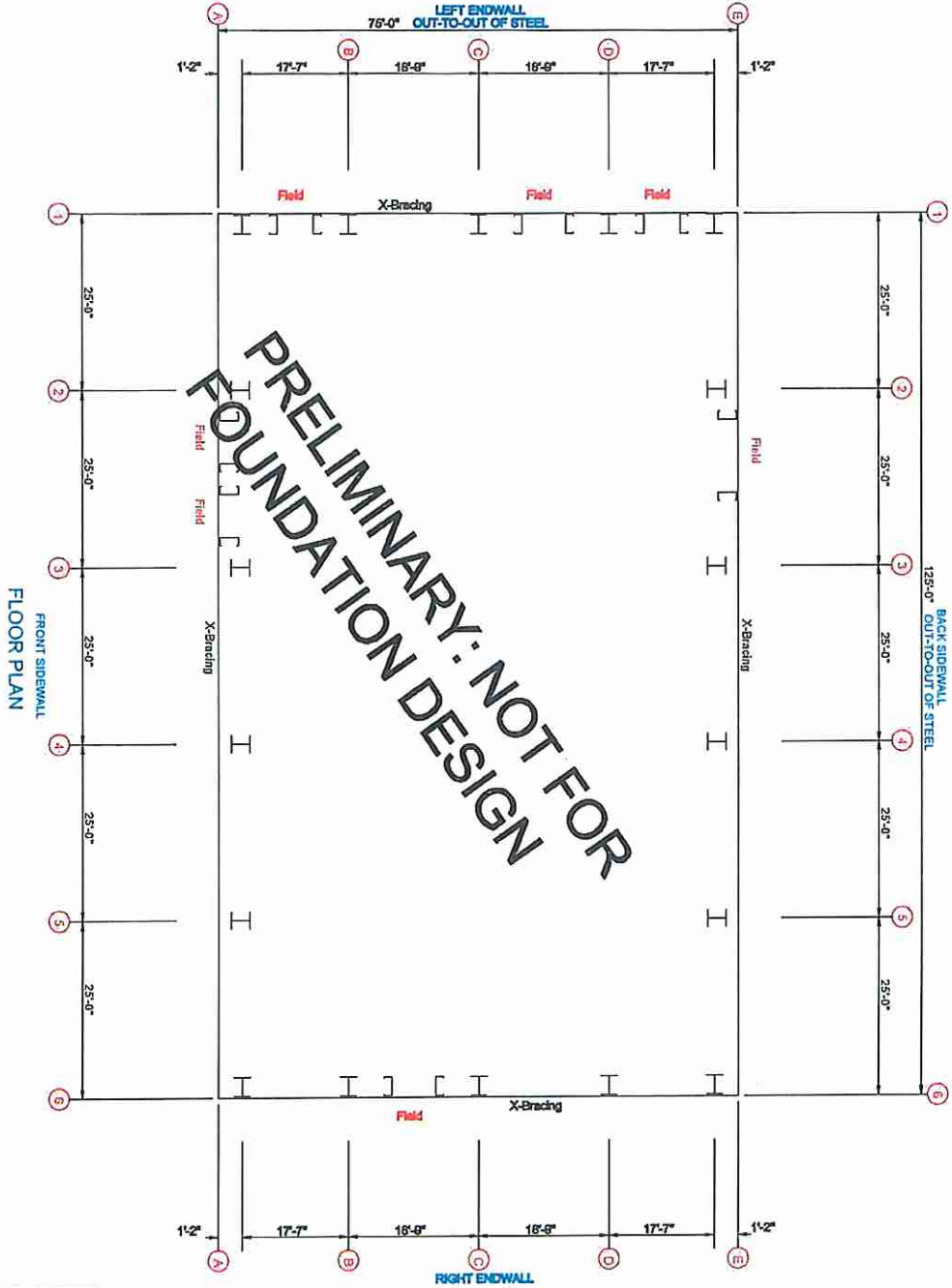
Please state the fees for this project below: FEE FOR ALL PHASES OF PROJECT –Pre-Design & Kick-off (Phase 1), Conceptual / Schematic Design (Phase II), Design Development (Phase III), Construction Documents (Phase IV), Bidding and Contract Award (Phase V) and Construction Administration, Project Closeout and Warranty (Phase VI). The Fee shall be expressed as a flat dollar of total construction costs for the Project (the only allowable reimbursable will be plan submittal fees and plan printing costs in the Bidding & Contract Award phase – all other costs are within the Fee of: \$_____

The undersigned attests that the information contained within the proposal is accurate to the best of his/her knowledge, and that the A/E he/she represents. If selected, agrees to incorporate the requirement of this RFP in the final contract with the City of New London.

Signature of Person Authorized to Submit Proposal: _____

Typed Name of Signature Above: _____





FLOOR PLAN

OLYMPIA STEEL BUILDINGS		Customer:	
Designer: X	Date: 2/8/10	Order: PA	Location:
Checker: X	Date: 2/8/10	Revised By:	Date:
Checker: X	Date: 2/8/10	Order: X	Job No.:
			Follow-ups

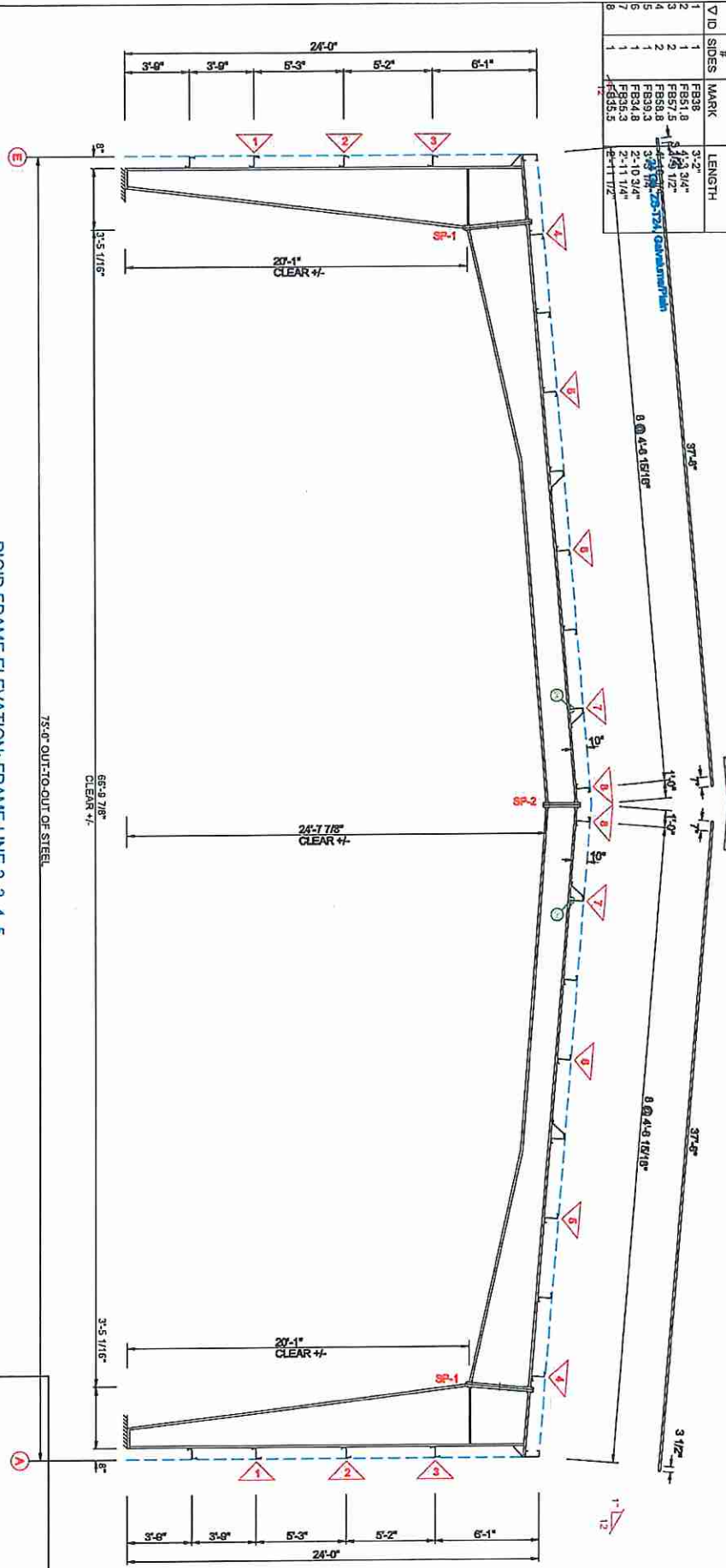
FLOOR PLAN

Sht. of 10

SPURCE BOLT TABLE							
Mark	Qty	Top	Bot	Ln	Type	Dia	Length
SP-1	4	4	2	A325	0.750	2.50	
SP-2	4	4	0	A325	0.625	2.25	

FLANGE BRACE TABLE				
FRAME LINE	2	3	4	5

▽ ID	SIDES	MARK	LENGTH
1	1	FB38.8	3'-2" 3/4"
2	1	FB37.5	3'-1" 1/2"
3	2	FB58.8	3'-3" 3/4"
4	1	FB39.3	2'-10" 3/4"
5	1	FB34.8	2'-11" 1/4"
6	1	FB35.3	2'-11" 1/4"
7	1	FB35.3	2'-11" 1/4"
8	1	FB35.3	2'-11" 1/4"

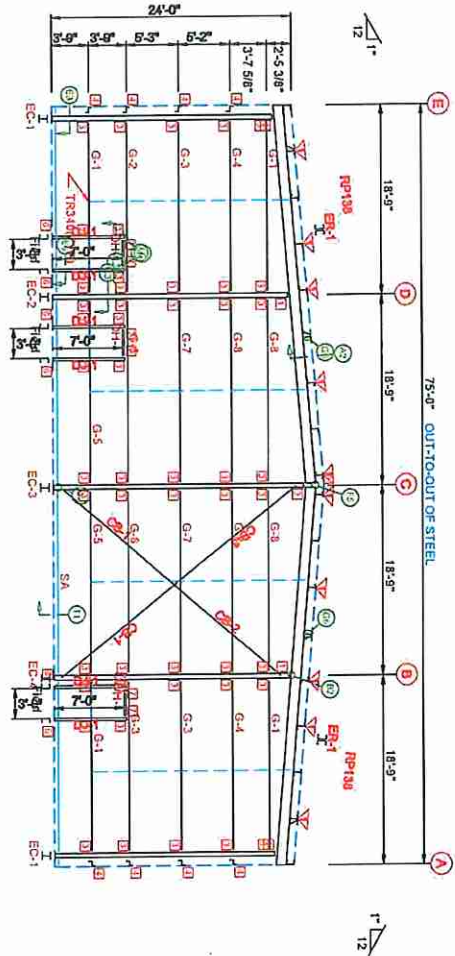


RIGID FRAME ELEVATION: FRAME LINE 2 3 4 5

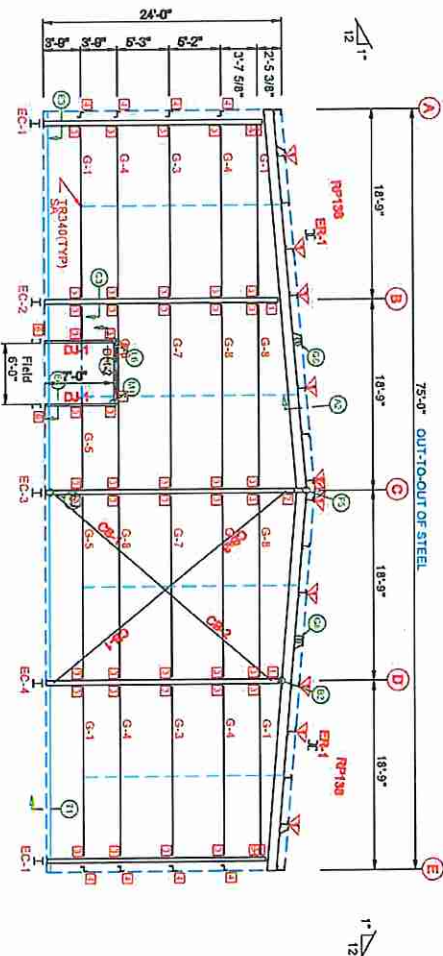
GENERAL NOTES:
 MINOR FIELD WORK OF STRUCTURAL, SECONDARY AND PANEL/FRM ITEMS MAY BE NECESSARY TO ENSURE PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

CLYDEPA STEEL BUILDINGS			
Designer: X	Date: 2/27/10	Checker: X	Date: 2/27/10
Drawn: X	Date: 2/27/10	Revoked: X	Date: 2/27/10
Checked: X	Date: 2/27/10	Other: X	Date: 2/27/10

RIGID FRAME ELEVATION			
Customer:	Location:	Job No.:	Scale:
Customer:	Location:	Job No.:	Scale:



ENDWALL FRAMING: FRAME LINE 1



ENDWALL FRAMING: FRAME LINE 8

GENERAL NOTES:
 MINOR FIELD WORK OF STRUCTURAL, SECONDARY AND PANEL/JRIM ITEMS MAY BE NECESSARY TO ENSURE PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

BOLT TABLE	
FRAME LINE 1 & 8	QUAN
ER-VIER-1	4
Column/RIU	2

FLANGE BRACE TABLE	QUAN	TYPE	DIA	LENGTH
FRAME LINE 1 & 8	4	A325	1/2"	2'
FRAME LINE 1 & 8	2	A325	1/2"	2'

CONNECTION PLATES	QUAN	TYPE	DIA	LENGTH
FRAME LINE 1 & 8	1	FB25.8	2'-5-3/4"	
CL081	1	CL081		
CL020	2	CL020		
CL122	3	CL122		
CL002	5	CL002		
CL025	6	CL025		
	7	CL025		

CABLE NOTES:
 FIELD SLOT GIRTS FOR CABLE TO PASS-THRU.

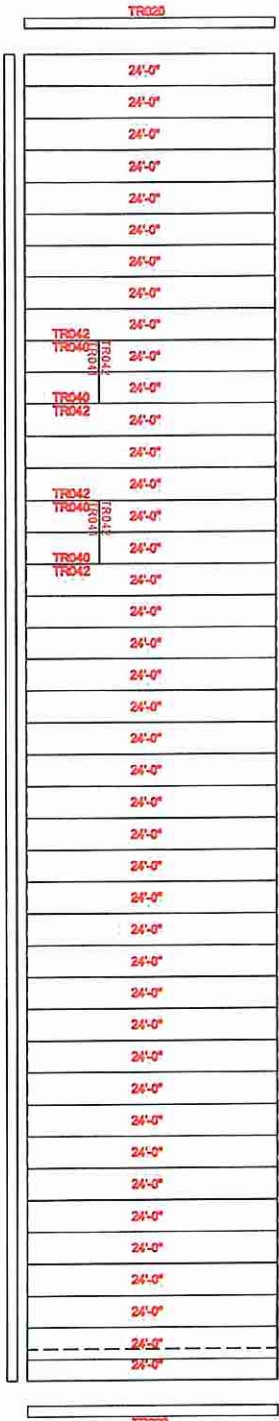
OLYMPIA STEEL BUILDINGS		Customer:	
City: HAZEN, ROCHE	State: PA		
Designer: X	Date: 2/2/10	Revised: N/A	Date:
Checker: X	Date: 2/2/10	Office: X	Job No.: 104
Checker: X	Date: 2/2/10	Office: X	Field Notes: Felix/Reyes

ENDWALL FRAMING

SS9FE
SS9G1
SS9EC1

(Gutter with 8 downspouts and elbows)
SSG1

SS9G1
SS9FE
SS9EC1

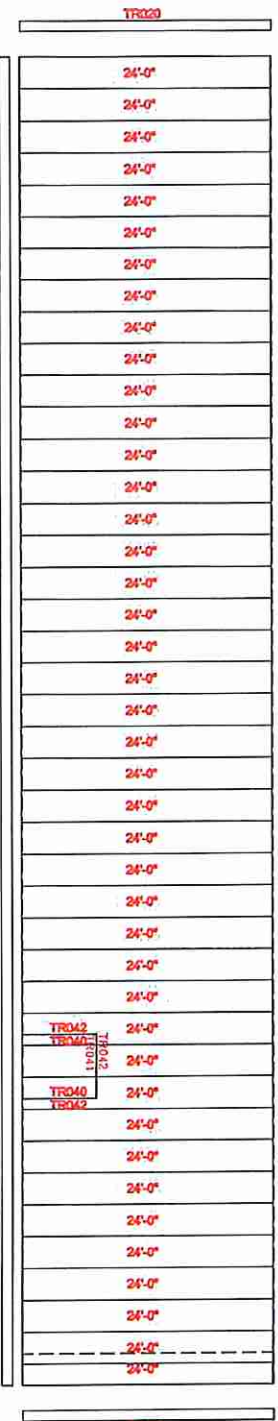


SIDEWALL SHEETING & TRIM: FRAME LINE A
PANELS: 20 Qs. GRP - NEED COLOR

SS9FE
SS9G1
SS9EC1

(Gutter with 8 downspouts and elbows)
SSG1

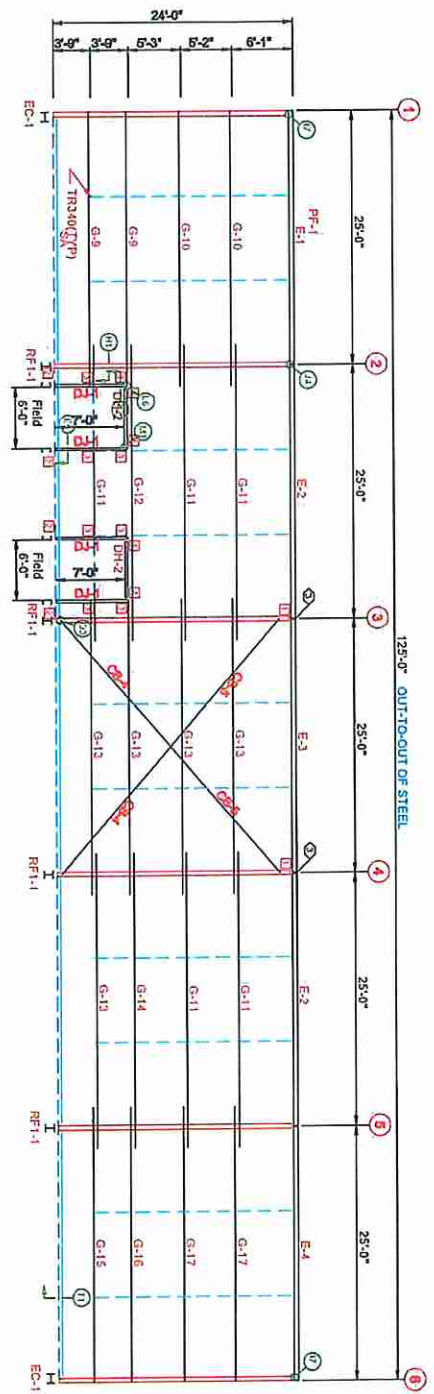
SS9G1
SS9FE
SS9EC1



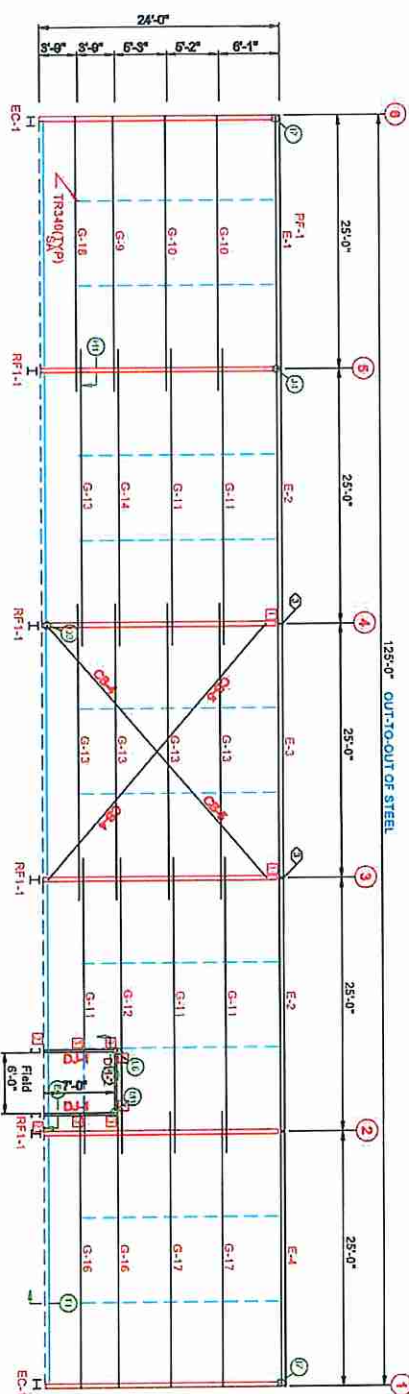
SIDEWALL SHEETING & TRIM: FRAME LINE E
PANELS: 20 Qs. GRP - NEED COLOR

GENERAL NOTES:
MINOR FIELD WORK OF STRUCTURAL, SECONDARY AND PANEL/TRIM ITEMS MAY BE NECESSARY TO ENSURE PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OKVIPA STEEL BUILDINGS		Customer:	
Order: X	Date: 2/2/10	Blank: PA	Location:
Order: X	Date: 2/2/10	Revision: N/A	Date:
Order: X	Date: 2/2/10	Order: X	Job No.: Felord0905
Order: X	Date: 2/2/10	Order: X	Sheet: 1 of 10



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL FRAMING: FRAME LINE E

SPECIAL BOLTS	Q	ID	QUAN	TYPE	DIA	LENGTH	WASH
	3		3	A325	1/2"	2"	0

CONNECTION PLATES	FRAME LINE A & E
1	CL154
2	CL002
3	CL020
4	CL025

GENERAL NOTES:
 MINOR FIELD WORK OF STRUCTURAL, SECONDARY AND PANEL/TRIM ITEMS MAY BE NECESSARY TO ENSURE PROPER FIT. SUCH WORK IS CONSIDERED A NORMAL PART OF METAL BUILDING ERECTION. WE WILL NOT HONOR BACKCHARGES FOR MINOR FIELD WORK.

OLYMPIA GREEN BUILDINGS	SHARPA PA	LOCATION:
Designer: X	Date: 2/8/10	Rev/Issue No:
Checker: X	Date: 2/8/10	Officer: X
Checker: X	Date: 2/8/10	Officer: X

SIDEWALL FRAMING	SHL d/10
Job No.:	Felder09/05
Date:	

OLYMPIA/ OLY CORPORATE MATERIAL SPECIFICATIONS UNITED STATES

Corporate Imperative: All materials used in the process and provided as a result of the manufacturing actions shall be new, manufactured within the parameters of corporate policies and procedures, and free from defects in material or workmanship when packaged and loaded for delivery.

Scope:

This specification applies only to Company supplied building materials including framing and bracing, wall and roof cover, connectors and fasteners required for attaching various parts to each other.

The following is a list of materials used in fabrication of the Company's pre-engineered steel buildings:

Roof Panels: 24 ga

Painted ASTM A792, SS Grade 80, AZ 55; Aluminum-Zinc alloy

Wall Panels: 26 ga

Painted ASTM A653, SS Grade 80, G 30; Galvanized

Liner Panels: (29 ga)

Painted Galvalume ASTM A792 SS Grade 80, AZ 50; Aluminum-Zinc alloy coated

Cold-Formed

Purlins, Girts and Eave Struts:

ASTM A653 SS/HSLAS CLASS1 Grade 55 G40 Galvanized

(All above conform to ASTM A924)

Built Up Sections:

Plate ASTM A529 Grade 55 or ASTM A572 HSLA Type 1 or Type

Sheet ASTM A1011 SS Grade 55

Bar ASTM A529 SS Grade 55 or ASTM A572 HSLA Grade 55

Hot-Rolled Sections:

ASTM A36, Grade 36 (Channels)

ASTM A992, Grade 50 (Wide Flange Shapes)

Structural (Round) Tube:

ASTM A500 B (Fy=42 ksi)

Structural (Square, Rectangular) Tube:

ASTM A500 B (Fy=46 ksi)

Bolts:

Bolt HS: ASTM A325, Type 1 heavy hex bolt with heavy hex nut,
AST A563 Grade C

Washer: ASTM F436 Type 1 (if required)
ASTM A307, Grade A hex bolt with hex nut, ASTM A563,
Grade A

(All the above items are plain finish)

Fasteners:

All self-drilling and self-tapping sheet metal screws will conform to the following:

#12-14 x 1 ¼" Tek 2 or Tek 3 self-drill screw conforms to SAE J78 with sealing washer

#12-14 x 1 ½" Tek 2 or Tek 3 self-drill conforms to SAE J78 with sealing washer

#12-24 x 1 ¼" #5 Tek 5 self-drill screw conforms to SAE J78 with sealing washer

#12-14 x ¾" Type A or AB conforms to ANSI standard B18.64 with sealing washer

#17 x 1" Type AB tapping screw conforms to ANSI standard B18.6.4 with sealing washer #10 x 1 ½" wood grip screw with sealing washer

Bracing:

Cable EHS (extra high strength) 7-wire Class A
galvanized steel strand conforming to ASTM A475

Hillside Washer ASTM A48, Class 30 A

Eyebolts	ASTM A36 Hot Rolled rod Zinc coated ASTM B633 turned and welded with ASTM A563 Grade A nut
Washer	ASTM F844
Rod	ASTM A36 Fy=36 ksi ASTM A529 Grade 50 (Fu = 70 ksi) ASTM A572 Grade 50
Angles	ASTM A36 Fy=36 ksi

Welding Supplies:

Filler Metal	EM13K	Lincoln Weld L-50 (1/16)
Flux	F7A2	Lincoln Weld 960
Filler Metal	ER70S-6	Lincoln Weld L-56 (0.045)
Shielding Gas	90% Ar / 10% CO2	

Primer Paint:

Water based Gray alkyd enamel that dries quickly and meets the performance specifications of FS TTP 664C

Products

OLY engineers and manufactures a metal building system, which consists of a wide variety of steel structural framing members and steel roof and wall covering panels to be assembled into a building enclosure. These building components consist of Primary Frames, Secondary Roof and Wall Structural Members, Wind and Seismic Bracing, Roof and Wall Panels, Trim, and various accessory members to produce such building features as framed door openings, facades, canopies, doors, windows, and insulation.

These buildings are used for a variety of non-residential end-uses, with the most popular uses in single-story industrial and commercial applications, as well as industrial buildings with cranes and mezzanines. Warehouses, heavy and light manufacturing facilities, shopping centers, aircraft hangars, and churches, are typical of buildings provided by SBC. These buildings are custom designed and manufactured for each application, resulting in an economical, accurate, and structurally efficient solution for the building owner.

The building components that are included in buildings provided by SBC are each designed for the specific building geometry and prevailing building code requirements and regional environmental loading conditions. These building components are manufactured under rigid factory quality controls and shipped to the jobsite for accurate assembly and erection using bolts and fasteners.

DESIGN CRITERIA

OLY utilizes those standards, specifications and/or interpretations and recommendations of professionally recognized agencies and groups, such as

AISC, AWS, ASTM, AISI, MBMA, etc., as the basis in establishing its own design, fabrication and quality criteria, standards, practices, methods and tolerances.

The design loads are as specified by the customer and shall be clearly set forth in the proposal and contract documents. The design loads include material dead weight, roof live loads, wind loads, seismic loads, auxiliary loads, collateral loads, as specified. Other loads due to mezzanines, cranes, mechanical equipment supported by the roof members, etc., are applied to the structural components, as specified. Other design considerations, such as the permissible vertical and horizontal deflection of the structure under loads, are incorporated into the building design, per standards, as specified by the customer.

PRIMARY FRAMING

Primary Frames are the main load-carrying structural steel components. They may be Clearspan Rigid Frames, Continuous Beam Frames, Post & Beam Frames or other types of framing furnished by .

RIGID FRAME (RF Series) solid web framing consists of tapered or uniform depth rafters rigidly connected to tapered or uniform depth columns. The frame provides a clear span and is designed to support the loads of adjacent bay spacings, as specified.

CONTINUOUS BEAM FRAME (CB Series) solid web framing consists of tapered or uniform depth rafters rigidly connected to tapered or uniform depth columns. The frame utilizes interior columns and is designed to support the loads of adjacent bay spacings, as specified.

UNIBEAM FRAME (UB and UBL Series) solid web framing consists of a tapered beam supported by uniform depth columns. The frame is designed to support loads of adjacent bay spacings, as specified.

POST AND BEAM FRAME framing members are the primary load-carrying members at the endwalls of the building. These members consist of rake beams, endposts, cornerposts and/or full or partially loaded frames. They may be either welded built-up sections, cold-formed light gage shapes or hot-rolled shapes Full Frame endwall frames may be used in conjunction with endposts when future expansion is required. Half-Loaded Full Frame endwall frames may be used when no future expansion is required, but when endposts cannot be used.

Cold-formed light gage Post and Beam members are normally welded Back-to-Back Cees, 8" [200 mm.] in depth; and have a minimum yield strength of 55,000 psi [380 MPa].

SECONDARY FRAMING

Secondary Framing Members are the structural members which carry loads to the primary framing members. They consist of eave members, roof purlins, wind struts, wind bracing, wall girts and other miscellaneous structural

framing and are either welded built-up sections, cold-formed light gage shapes, and/or hot-rolled shapes.

Purlins are typically Zee shaped; 6" [160 mm.], 8" [200 mm.] or 10" [250 mm.] in depth; and have a minimum yield strength of 55,000 psi [380 MPa]. Purlins are designed as simple span or continuous span for loads, as specified.

Girts are normally Zee or Cee shaped; 6" [165 mm.] or 8" [216 mm.] or 10" [250 mm.] in depth, and have a minimum yield strength of 55,000 psi [380 MPa]. Girts are designed as simple span or continuous span for loads, as specified.

Wind and Seismic forces acting normal to the building sidewall are resisted by the rigid frame action of the primary frames. These forces acting on the building endwall are typically resisted by portal frames, portal braces, or diagonal bracing, in accordance with OLY Buildings standard design practices. The quantity, size and location of bracing is shown on drawings furnished by SBC. Wind bracing members include rods, angles, etc. and have minimum yield strengths, as required for design and material availability.

Primary Frame flange bracing is normally accomplished by steel angles attached from purlins and/or girts to the primary framing. The quantity, size and location of flange bracing are shown on the documents furnished by OLY. Bracing members have a minimum yield strength, as required for design and material availability.

Base angles are 2" x 4" x 0.059" [50 mm. x 75 mm. x 1.5mm.] steel angles having a minimum yield strength of 55,000 psi [580 MPa]. They are anchored to the floor slab or grade beam with power-driven fasteners or equivalent at a maximum spacing of 2' [610 mm.] on center and not more than 6" [152 mm.] from the end of any angle member.

Door headers and jambs are normally Zee or Cee shaped, 8" [216 mm.] in depth and have a minimum yield strength of 55,000 psi [380 MPa].

Sag angles are bridging members between purlins and are generally angles having a minimum yield strength of 36,000 psi [250 MPa].

FABRICATION

Structural members are fabricated by methods of shearing, roll-forming, punching, welding, flame cutting, drilling, reaming, etc. in accordance with SBC standard practices.

Structural members of welded plate sections have the flanges and webs joined by a continuous automatic submerged arc welding process. Shop welding is performed by certified welders.

Shop connections typically are welded. Field connections normally are bolted using A325 or A307 bolts in punched, drilled, or reamed holes, in accordance with standard practices.

Workmanship and fabrication tolerances are in accordance with OLY quality control standards.

Fabricated parts are identified, either individually or by lot or group, using an identification marking corresponding to the marking shown on the construction drawings. Markings are normally stamped, stenciled, tagged or lettered so as to remain visible after shop painting.

The size and weight of the building components, as packaged and shipped, will permit transportation by common transportation carrier methods, unless stipulated otherwise in the contract document.

SHOP PRIMER

All structural steel frame members are cleaned of oil, dirt, loose scale and foreign matter prior to receiving one shop coat of OLY standard primer paint, in accordance with OLY standard practices.

The purpose of OLY standard shop primer is to provide protection for the structural steel frame members during transportation, during temporary job site storage and during erection.

The OLY shop primer does not provide the uniformity of appearance or the durability and protection of appropriate field finish coat(s) of paint.

Shop primer paint is a rust inhibitive primer paint which meets or exceeds performance requirements of Federal Specification TTP 664c and is OLY light gray color. Primer paint has a gloss equal to 10 - 15 units, 60 degree gloss meter (Gardner).

BUILDING GEOMETRY

BUILDING WIDTH is measured from outside-to-outside of sidewall girts, and may be virtually any dimension, to a 1/16 inch [1.5 mm.] increment.

BUILDING LENGTH is measured from outside-to-outside of endwall-girts, and may be virtually any dimension, to a 1/16 inch [1.5 mm.] increment.

BUILDING LINE is defined as the outside face of secondary structural steel [girts].

BAY SPACING is measured from centerline-to-centerline of primary frames for interior bays and from centerline of the first interior frame to outside of endwall girts for end bays.

EAVE HEIGHT is the vertical dimension at the sidewall, measured from the floor to the intersection of the wall Building Line [the outside of the sidewall girts] and the Roof line [the outside of the roof purlins].

ROOF PITCH is expressed as a ratio of the vertical rise to the horizontal run. For example, a 1:12 [0.833:10] roof pitch has a vertical rise of 1" [25 mm.] for each 12" [305 mm.] horizontal run. Roof pitch limitations vary with frame type and/or roof covering.

BUILDING ERECTION

pre-engineered building systems are to be erected in accordance with appropriate erection drawings, erection guides and/or other erection documents furnished by OLY. It is the responsibility of the erector to comply with all appropriate legal and safety requirements. It is the further responsibility of the erector to determine and provide any and all temporary bracing, shoring, blocking, bridging and/or securing of components, etc. as required during the erection process.

ROOF COVERING SYSTEMS

The Roof Covering Systems consist of the exterior roof panels, panel fasteners and clips, roof accessories, sealants, mastics, trim and flashing, as required.

Internally Manufactured OLY Roof Covering Systems are: the Panel Rib Roof System and the SSR Standing Seam Roof System. A variety of alternative architectural panels can be used in conjunction with the OLY product to provide optional exterior finishes and appearances.

The Panel Rib Roof System provides 36" [915 mm.] wide net coverage and has 1 1/4" [30 mm.] high major ribs at 12" [305 mm.] on center with minor ribs spaced between the major ribs. Sidelaps are at least one full major rib. The roof underlying rib utilizes a supporting member-bearing edge. The roof overlapping rib utilizes an anti-capillary groove. All panels are continuous from eave to ridge except where the length exceeds 41' [12,500 mm.] or otherwise becomes prohibitive for handling purposes, in which case, endlaps are provided. Endlaps are 4" [102 mm.] overlap and occur at a support member. Panel Rib Roof Panels are 26 gage as standard with 24 gage available and are one of the following: Galvalume steel, Galvanized steel G30 coating designation with or without SP20 or KXL pre-painted finishes.

Sealants, mastics and closures are manufacturer's standards. They are provided at panel endlaps, sidelaps, rake, eave, transitions and accessories, as required, to provide a weather resistant roof system.

Exposed fasteners are self-drilling, stainless steel-capped with integral sealing washer. Color of fastener heads matches the roof panel finish, when specified. Location and quantities of fasteners are manufacturer's standards based upon building design, weathertightness and/or finished appearances.

Optional roof accessories include: Panel Rib Tuf-Lite Translucent roof panels, APEX 20 round gravity ventilators, 9" [229 mm.] or 12" [305 mm.] sectional or continuous ridge vents, or Panel Rib curbs/flashing units.

SSR ROOF SYSTEM

The SSR Standing Seam Roof System consists of OLY Standing Seam Roof Panel and interconnecting panel-to secondary structural SSR clips, sealants, mastics, closures, trim and/or flashings necessary to provide weather tightness and finished appearance. Optional roof accessories and optional insulating systems are available, consisting of 3" [77 mm.], 4" [102 mm.] or 6" [177 mm.] of blanket insulations, with or without high density polystyrene thermal blocks or Superblock for additional over-the-purlin insulation or a maximum of 2 ½" [64 mm.] rigid board insulation. The OLY Standing Seam roof system may be used with all OLY Framing Systems and secondary structural members (including Transbay joists) with a minimum roof pitch of 1/4:12 [0.53:10].

SSR Standing Seam Roof Panels provide 24" [610 mm.] wide net coverage having 3" [77 mm.] high major ribs formed at the panel side laps. Side joints have factory-applied sealant and require field seaming of the side lap joint after the panel has been positioned on the roof. The seaming is accomplished with an electrically operated seaming machine available through . All panels are continuous from eave to ridge except where the panel length exceeds 41' [12,500 mm.] or otherwise becomes prohibitive for handling purposes in which case, panel endlaps are provided. Endlaps are 4" [102 mm.] overlap and are located near the supporting purlin member. SSR roof panels are 24 gage Galvalume steel as standard, with the following standard colors:

SSR Panel-to-roof purlin structural attachments are made with SSR clips. SSR clips are provided with movable tabs which interlock with the seamed SSR panel ribs and provide for at least 1 5/8" [41 mm.] of panel movement in either direction from center of clips to compensate for thermal effects.

Sealants, mastics and closures are manufacturer's standards. They are provided at panel endlaps, sidelaps, rake, eave, transitions and accessories, as required, to provide a weather resistant roof system.

Exposed fasteners are self-drilling, stainless steel-capped with integral sealing washer. Color of fastener heads match the roof panel finish when specified. Concealed fasteners are self-drilling with the type and size as required by roof secondary structural members. Location and quantities of fasteners are manufacturer's standards based upon building design, weathertightness, and/or finished appearance.

Optional Roof Accessories include: SSR Tuf-Lite Translucent roof panels, APEX 20" [508 mm.] round gravity ventilators, 9" [229 mm.] or 12" [305 mm.] sectional or continuous ridge vents, SSR curb/flashing units, DekTites, Pipe Supports, Uplift Straps, and Walkways.

PROPOSED SSR RIDGE

The proposed (to be introduced) SSR Ridge assembly consists of draw-formed Aluminum seam caps, factory-attached to SSR ridge panels that are seamed together along the center of the ridge. The SSR ridge panels are installed perpendicular to the SSR panels with the seam caps attached to the SSR panel high ribs. The finished ridge assembly has only one weathersealed joint and provides a true expansion joint for SSR panel movements.

The SSR ridge cap concept is used at all high ends of slope flashing conditions, i.e., high eave of single slope buildings, stepped roofs and ridge accessories.

PANEL RIB WALL COVERING SYSTEM

The Panel Rib Wall Covering System consists of the exterior wall panels, panel attachments, wall accessories, sealants, mastics, trim and flashing as required.

The Panel Rib Wall System provides 36" [915 mm.] wide net coverage and has 1 3/16" [30 mm.] high major ribs at 12" [305 mm.] on center with minor ribs spaced between the major ribs. Sidelaps are at least one full major rib. All wall panels are continuous from floor to eave, except where the length exceeds 41' [12,500 mm.] or otherwise becomes prohibitive for handling purposes, in which case, endlaps are provided. Endlaps are 4" [102 mm.] overlap and occur at a support member. Panel Rib Wall Panels are 26 gage as standard with 24 gage available and are one of the following: Galvalume steel, Galvanized steel G60 coating designation with or without SP20 or KXL pre-painted finishes

Panel Rib Wall Systems consist of OLY Panel Rib wall panels and attachments to secondary structural members, sealants, mastics, closures and trim and/or flashings necessary to provide weather-tightness and/or finished appearance. Optional wall accessories and optional insulating systems consisting of 2" [51 mm.], 3" [77 mm.] or 4" [102 mm.] of blanket insulation or up to 2 1/2" [64 mm.] of rigid board insulation are available. Panel Rib wall systems may be used with all OLY roof panel systems.

The sidewall panel may be crimped at the base and/or notched at the eave to match the roof sheeting configuration. Optional wall accessories include: translucent wall panels, service doors, fixed or operable wall louvers, windows and framed openings.

COATINGS AND FINISHES

Roof and Wall panel coatings and/or finishes are normally one of the following:

GALVALUME is an Aluminum-Zinc alloy coating per ASTM A792 over steel substrate.

uses AZ55 for Bare Galvalume applications. Nominal Coating weight is 0.55 Oz./sft of coated steel both sides equivalent to an approximate thickness of 0.00176 inch (0.045mm)

SBC uses AZ55 for painted Galvalume. Nominal Coating weight is 0.55 Oz/sft of coated steel both sides equivalent to an approximate thickness of 0.00176 inch (0.045mm)

Standard SP20 finishes consist of a 1 mil. [0.025 mm.] baked Silicone Polyester exterior surface, on G30 Galvanized steel. The interior surface is coated with an off-white 0.5 mil. [0.013 mm.] wash coat. SP20 finishes are available in the following colors:

Optional KXL finishes consist of a 1 mil. [0.025 mm.] Kynar-based coating applied to the exterior of AZ55 Galvalume steel. The interior surface is coated with an off-white 0.5 mil. [0.013 mm.] Wash coat. KXL is available in the following colors: (attach newly published OLY Olympia Color Chart)

CRESCENT STREET PARKING LOT

NEW LONDON, CONNECTICUT
AUGUST 6, 2010

RECEIVED
AUG 06 2010
CITY OF NEW LONDON
OFFICE OF DEVELOPMENT & PLANNING

GENERAL NOTES

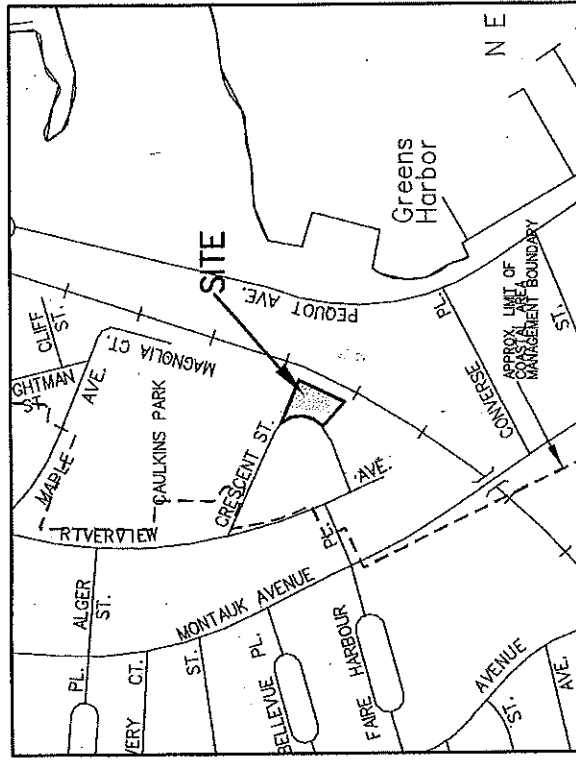
1. NORTH, ARROW, ELEVATIONS, CONTOURS, AND BENCHMARK ARE BASED UPON AN ASSUMED DATUM.
2. INFORMATION REGARDING THE LOCATION OF EXISTING UTILITIES HAS BEEN BASED UPON AVAILABLE INFORMATION AND MAY BE INCOMPLETE, AND WHERE SHOWN SHOULD BE CONSIDERED APPROXIMATE. THE LOCATION OF ALL EXISTING UTILITIES SHOULD BE CONFIRMED PRIOR TO BEGINNING CONSTRUCTION. CALL "CALL BEFORE YOU DIG," 1-800-922-4488. ALL UTILITY LOCATIONS THAT DO NOT MATCH THE VERTICAL OR HORIZONTAL CONTROL SHOWN ON THE PLANS SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE CITY FOR RESOLUTION.
3. ALL DIMENSIONS AND ELEVATIONS SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CITY.
4. ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM OF 6" TOPSOIL, AND BE SEEDED WITH GRASS OR SODDED, AS SHOWN ON THE PLANS.
5. ALL CONSTRUCTION MATERIALS AND METHODS SHALL CONFORM TO THE CITY OF NEW LONDON'S REQUIREMENTS AND TO THE APPLICABLE SECTIONS OF THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROADS, BRIDGES, AND INCIDENTAL CONSTRUCTION, FORM 616 AND ADDENDUMS.
6. THE PLANS REQUIRE A CONTRACTOR'S WORKING KNOWLEDGE OF LOCAL, MUNICIPAL, WATER AND SEWER DEPARTMENT, AND STATE CODES. ANY CONFLICTS BETWEEN MATERIALS AND LOCATIONS SHOWN, AND LOCAL REQUIREMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE CITY PRIOR TO THE EXECUTION OF WORK. THE CITY WILL NOT BE HELD LIABLE FOR COSTS INCURRED TO IMPLEMENT OR CORRECT WORK WHICH DOES NOT CONFORM TO LOCAL CODE.
7. ALL FUEL OIL, PAINT, OR OTHER HAZARDOUS MATERIALS SHOULD BE STORED IN A SECONDARY CONTAINER AND REMOVED TO A LOCKED INDOOR AREA WITH AN IMPERVIOUS FLOOR DURING NON-WORK HOURS.
8. PROJECT CONSISTS OF CONSTRUCTION OF OVERFLOW PARKING AND RESURFACING OF EXISTING BASKETBALL COURT.

OWNER & APPLICANT

CITY OF NEW LONDON
181 STATE STREET
NEW LONDON, CT 06320

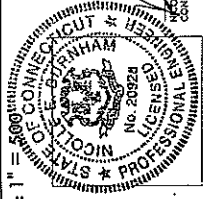
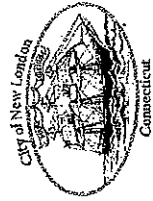
LIST OF DRAWINGS

- 1 TITLE SHEET
- 2 EXISTING CONDITIONS & REMOVALS
- 3 SITE PLAN - LAYOUT
- 4 SITE PLAN - GRADING, UTILITIES AND SEDIMENT & EROSION CONTROLS
- 5-7 SITE DETAILS

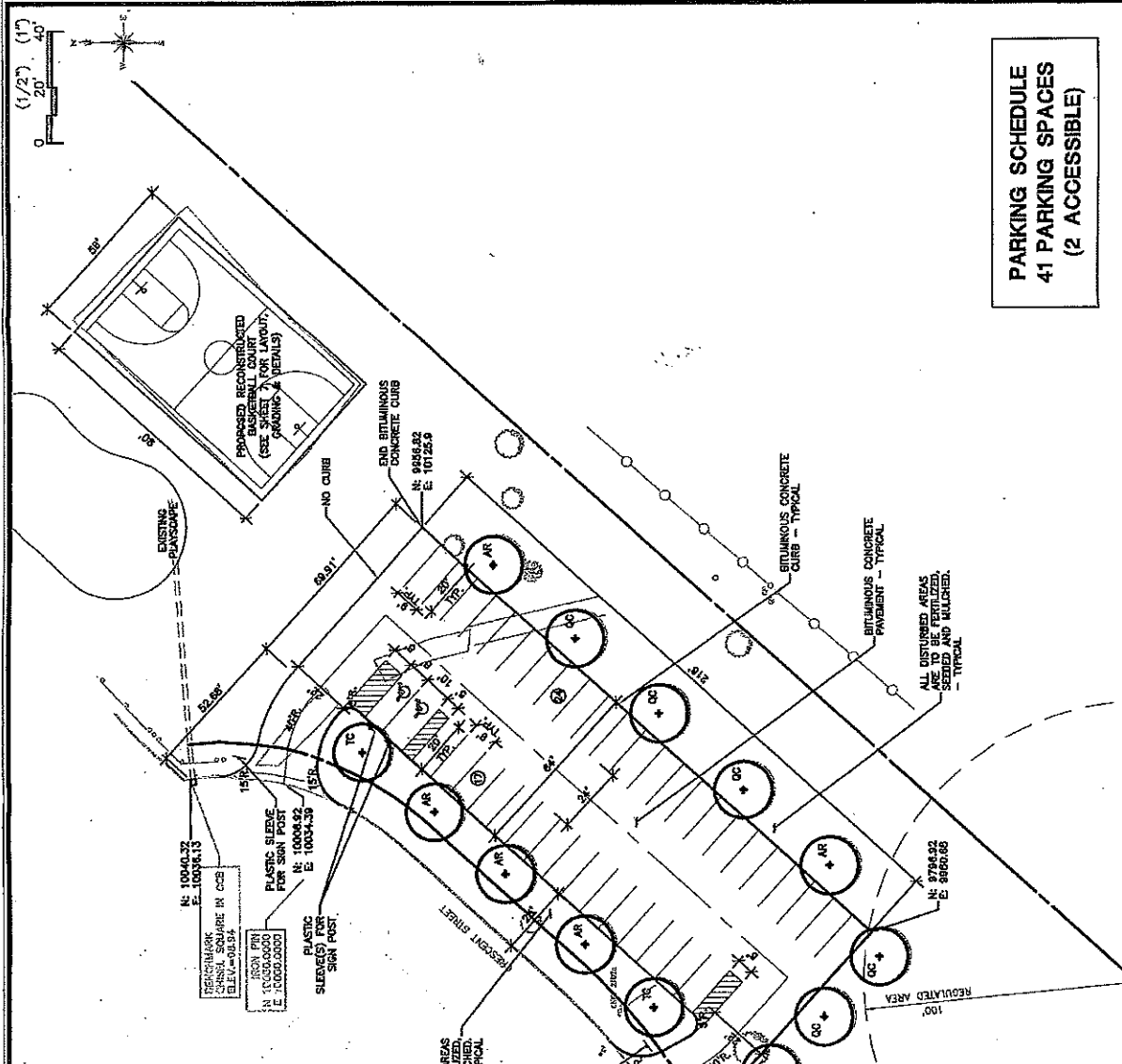


PROJECT SITE VICINITY MAP:

SCALE: 1" = 500'



DATE: 8-4-10
PROJECT MANAGER
CONTRACTOR ASSOCIATE



PARKING SCHEDULE
 41 PARKING SPACES
 (2 ACCESSIBLE)

PLANT LIST

SHADE TREES	QTY	KEY	BOTANICAL	COMMON	SIZE
	5	AR	Acer rubrum 'Armstrong'	Armstrong Red Maple	2.5'-3.0" CAL.
	5	QC	Quercus coccinea	Scarlet Oak	2.5'-3.0" CAL.
	5	TC	Tilia cordata 'Greenspire'	Greenspire Linden	2.5'-3.0" CAL.

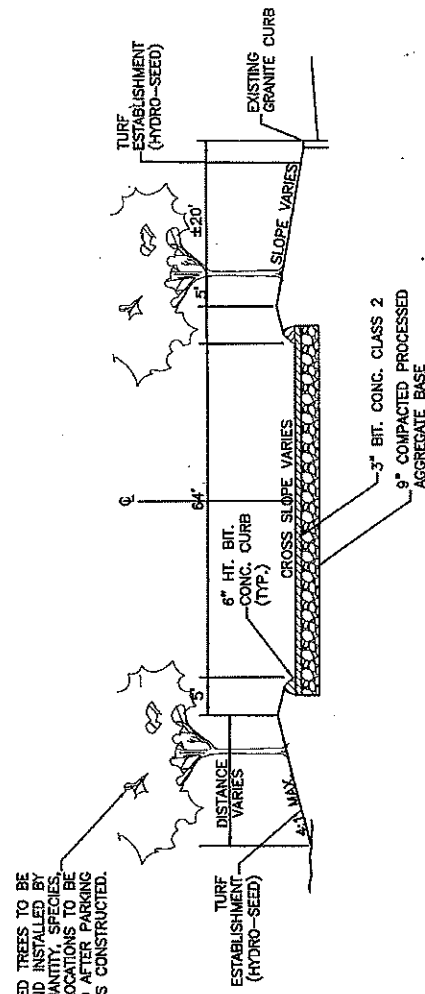
COMMENTS: ALL TREES B&B, FULL & DENSE, 6' MIN. BRANCHING HT.

ABBREVIATIONS

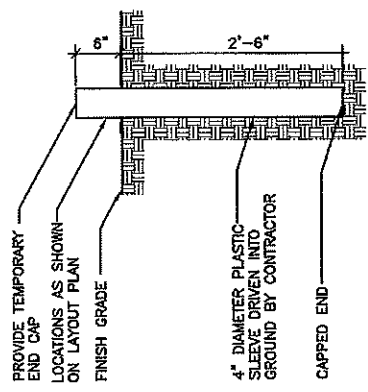
QTY. = QUANTITY
 HT. = HEIGHT
 B&B = BALL AND BURLAP
 CAL. = CALIPER

ALL DISBURSED AREAS
 TO BE RESEEDED AND MULCHED
 - TYPICAL

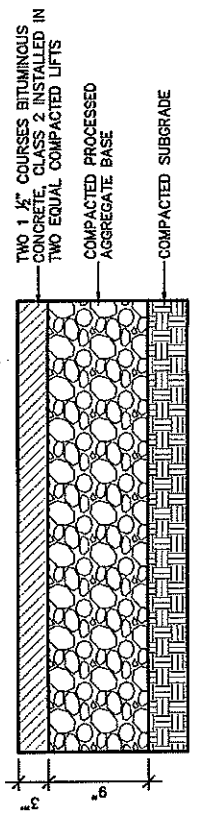
ALL DISBURSED AREAS
 TO BE RESEEDED AND MULCHED.
 - TYPICAL



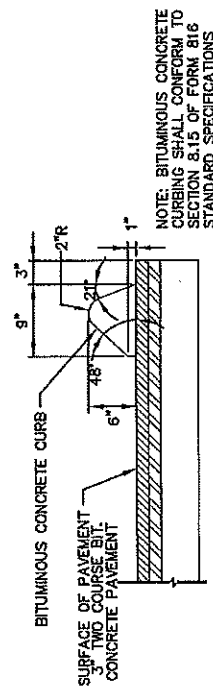
PROPOSED TREES TO BE PURCHASED AND INSTALLED BY THE CITY. QUANTITY, SPECIES, SIZE AND LOCATIONS TO BE DETERMINED AFTER PARKING LOT IS CONSTRUCTED.



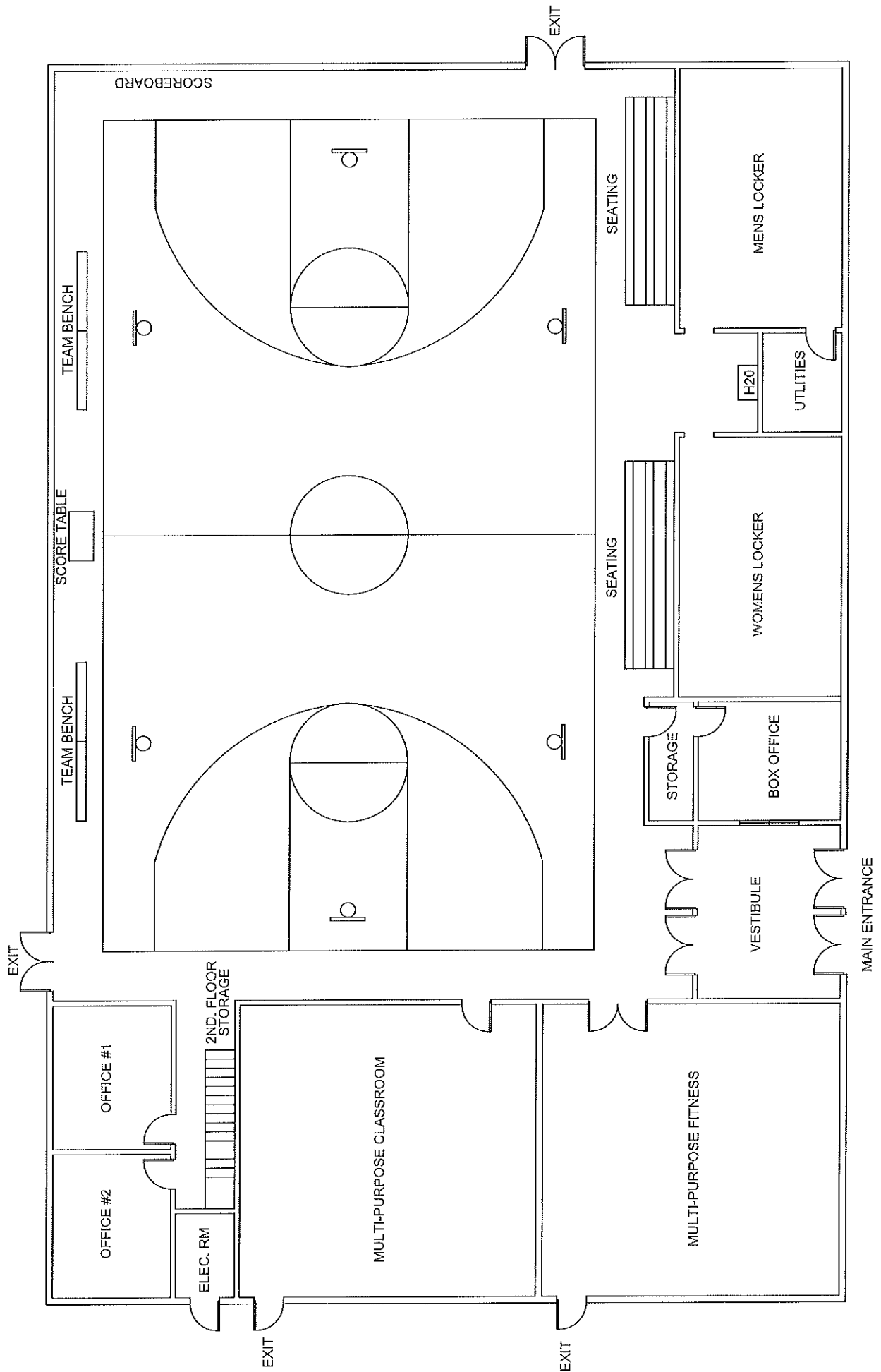
NOTE: CITY TO PROVIDE AND INSTALL ALL SIGNS

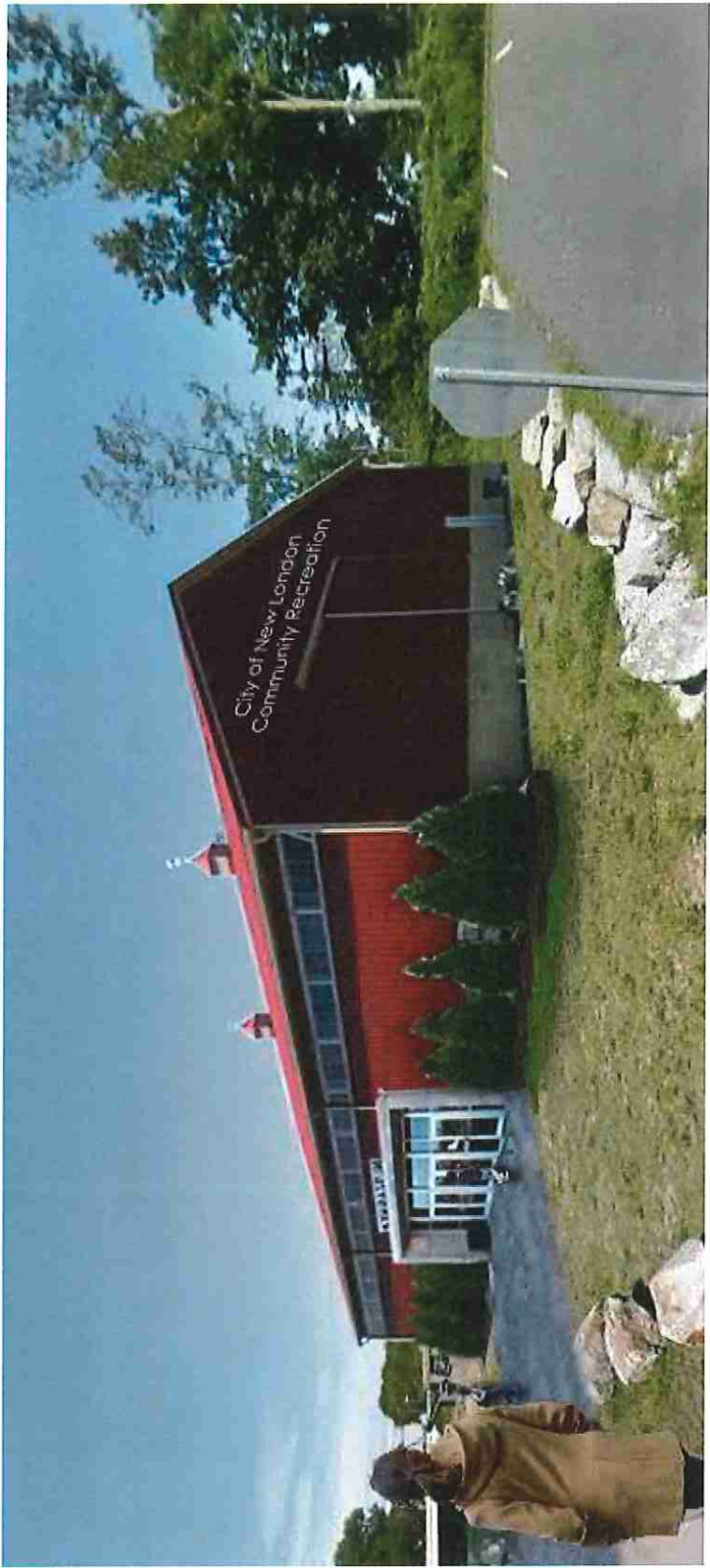


NOTE: BITUMINOUS CONCRETE PAVEMENT DETAIL TO BE USED FOR BOTH PARKING LOT AND CRESSENT STREET ROADWAY REPAIR.



NOTE: BITUMINOUS CONCRETE CURBING SHALL CONFORM TO SECTION 8.15 OF FORM 816 STANDARD SPECIFICATIONS





NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss.

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

- (1) He is _____ of _____ herein referred to as the "Bidder" that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content 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 City of New London, CT 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 of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

NON COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss.

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

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors 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 said Subcontractor's Proposal 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 City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal 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 of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

All items and questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of Bidder _____
2. Bidder's Tax Identification No. _____
3. Permanent main office address _____

4. When organized _____
5. If corporation, where incorporated _____
6. Number of years have you been engaged in the contracting business under your present firm or trade name _____
7. Contracts on hand: (Schedule these showing amount of each contract and the appropriate anticipated dates of completion) _____

8. General character of work performed by your company _____

9. Have you ever failed to complete any work awarded to you? If so, where and why? _____

10. Have you ever defaulted on a contract? If so, where and why? _____

11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed (use a separate sheet if necessary) _____

12. List your major equipment available for this Contract _____

13. List your experience in work similar to this project _____

14. List the background and experience of the principal members of your organization, including officers _____

15. List the work to be done by Subcontractors and summarize the dollar value of each Subcontract

16. Credit available \$ _____

17. Give Bank reference _____

18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? _____

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

_____ being duly sworn deposes and says that (s)he is _____

_____ of _____

_____, and that the answers to the foregoing items and 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 _____

AFFIRMATIVE ACTION POLICY STATEMENT
(must be submitted on your firm's letterhead)

It has always been the policy and will continue to be the strong commitment of _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. _____ will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. _____, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of - the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act I, Sections 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58(a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of Blind (46a-51(1)), definition of Physically Disabled (46a-51(15)), definition. of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes () No () If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract

Yes () No () If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.

Yes () No () Not Required ()

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

"Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *xx* day of *Month, 2019*, by and between (*legal name, address, city & state*), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the (*state work being performed*) and the Contractor 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:

1. The Contractor agrees to perform the services described below or in attachments if applicable. 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 *Month/Day, 2019* and the completion date of this Contract shall be *Month/Day, 2019*.

3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*written amount*) (*\$dollar amount*).

Based upon Applications for Payment submitted by the Contractor, the City shall make progress payments on account of the Contract Sum to the Contractor. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. The City shall make payment to the Contractor within 30 days after the City receives the Application for Payment. With each Application for Payment, the Contractor shall submit the most recent schedule of values, which allocates the Contract Price among the various portions of the Work. The Applications for Payments shall indicate the percentage of completion of each portion of the Work. Such Applications may include requests for payment on account of changes in the Work, but not yet included in Change Orders. Partial payment shall be due Contractor in the amount of 95.0% of the work in place.

Final payment, constituting the entire unpaid balance of the Contract Price, including Change Orders, shall be made by the City to the Contractor no later than 30 days after the Contractor has fully performed the Contract and has provided to the Owner a final Application for Payment.

4. **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 the 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.

5. **Obligations And Liability Of The Contractor:** The Contractor shall 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 and as herein specified 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 the City, 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 they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he 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 the City 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, his officers, agents, servants or employees, any of his subcontractors, the City 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 the City, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the owner other than supervisory acts or omissions of the City 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. He shall in no way be relieved of his responsibility by any right of the City to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the City 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 unless information regarding such condition(s) was known and not disclosed by the City prior to Contractor commencing its work.

The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his 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 the City for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his 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 the City 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 his 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 the City 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 him in connection with the Work or his 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.

6. 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 the City, its officers, agents or employees in every possible way.

At all times, the Contractor shall have as his 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 the City. If, in the opinion of the City, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the City; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.

Whenever the Contractor or his 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 the City to and shall be received and obeyed by the foreman or any other person in charge of the particular work involved.

7. 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 the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

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 himself, his subcontractors, or by anyone directly or indirectly employed or engaged by him.

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 the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor

or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

Any of the above coverages written on a claims made form have an Extended Reporting Period of three years from the termination of the contract.

All policies shall be so written that the owner 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.

The CITY requires that the aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

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 his responsibilities, obligations and liabilities under the Contract.

8. 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 the City will be final.

9. Funding and Fiscal Year Appropriations: Appropriations for expenditures by the City and authorization to spend for a particular purpose are ordinarily made on a fiscal year basis. The fiscal year of the City is the twelve (12) month period ending June 30 of each year. The obligations of the City 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 the City'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.

10. 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 his obligations, the City 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 the City.

11. 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 the City.

B. The City 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 the City.

12. 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, the City, 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.

13. Publicity, Publication, Reproduction and Use of Contract Products or Materials: Unless provided otherwise by law or the City, title and possession of all data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for with City funds shall vest with the City at the termination of the Contract. The Contractor shall at all times obtain the prior written approval of the City 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, the City 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 the City provides financial support for its operations and services by explicitly stating on publicity material, stationery, posters and other written materials, and on its premises the following: "This program is supported in part (in full) by the City of New London."

14. 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 the City, nor shall he subcontract any services without the prior written approval of the City.

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 New London at New London, Connecticut.

17. 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 THE CITY 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.

18. 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 Section 4a-60 of the General Statutes of Connecticut, as revised. Section B of this article is inserted in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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. Section 32-9n; and "good faith" means that 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.

For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For the purposes of this section, "public works contract" means any agreement between any individual, firm, or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance, or guarantees.

(b) (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, mental retardation, 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. 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, mental retardation, 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; (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. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (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. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) 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.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. 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. Section 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, 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.

(f) 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.

B. (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 sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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 on Human Rights and Opportunities 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; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) 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 that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. 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 Section 46a-56 of the Connecticut General Statutes; 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, 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.

(c) 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.

C. 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 he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. 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.

E. 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. Executive Order No. Sixteen is attached hereto 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.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City 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.

19. 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.

20. Compliance with Laws and Indemnification of the City of New London: 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. The City 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 the City, 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 the City 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 the City 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.

21. 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.

22. 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.

23. 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.

24. Notice: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing addressed to the persons and addresses indicated in the caption of this Contract on page 1.

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:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____