



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.: 2021-15

Opening Date and Time: June 9, 2021 @ 2:00 P.M.

Title: Municipal Vault Expansion Renovations

Special Instructions: A site visit will be held on May 24 and May 25, 2021 by appointment only. Please call Tom Bombria at 860.437.6346 or email TBombria@newlondonct.org to schedule an appointment time.

All questions should be directed to Tom Bombria by email at Tbombria@newlondonct.org no later than June 3, 2021. Please copy Joshua Montague at JMontague@newlondonct.org on all inquiries.

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

Sealed Proposal No.: 2021-15

Not to be opened until June 9, 2021 at 2:00 P.M.

Mail Proposal to:

**Joshua Montague; Accounting Purchasing Agent
13 Masonic Street
New London, CT 06320**

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



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2021-15 Municipal Vault Expansion**

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: May 17, 2021

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: Jmontague@newlondonct.org

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



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Standard Invitation for Bids (IFB) and Contract Terms and Conditions

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

Incorporated by reference into this contract are the provisions of 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 Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid. Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids 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 bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
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 Invitation for Bids 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 bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions

10. All bids 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 bidder and will be based on net cost and City specifications. The City of New London reserves the right to award this contract to other than the low bidder 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 bidder if its bid is within fifteen percent (15%) of the low bid and it is willing to accept the award at the low bid price. Any bidder 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.
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.

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

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 bid.

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 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.

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 upon approval by the City Council, whenever he/she determines that such termination is in

Standard Invitation for Bids (IFB) and Contract Terms and Conditions (con't)

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.
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.

CITY OF NEW LONDON, CT
OFFICE OF DEVELOPMENT & PLANNING

GENERAL CONDITIONS AND SPECIFICATIONS

RFP 2021-15- MUNICIPAL VAULT EXPANSION RENOVATIONS

INTRODUCTION

The City of New London is currently accepting proposals from qualified contractors with demonstrated experience in historic restoration for a complete renovation to expand the Clerk's vault. The project is managed through the Office of Economic & Community Development as a historic restoration. The project must meet The Secretary of the Interior's Standards for the Treatment of Historic Properties and as such should qualify for State Historic Tax Credits. Construction will be disruptive to the City Clerk's operations and so timing is critical.

The City will conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the vision and quality this project expects. The City encourages New London based contractors to participate in this solicitation.

KEY EVENT DATES

Request for Bids Advertised May 17, 2021

Pre-Bid walk through (scheduled by appointment) May 24, and 25, 2021
Contact Tom Bombria at tbombria@newlondonct.org or 860-437-6346 for an appointment

Questions Due by June 3, 2021 2P.M.
All questions addressed to Josh Montague jmontague@newlondonct.org

Bid Opening June 9, 2021 2P.M.
Purchasing Department, 13 Masonic Street

BID FORMS AND SUBMISSION INSTRUCTIONS

All proposals must be submitted in a sealed envelope, clearly marked "Municipal Vault Expansion Renovations 2021-15" and received in the Purchasing Department office by the time of the bid opening defined in the section above. Proposals, corrections and/or modifications received after the indicated time will not be accepted. You may mail/submit to 13 Masonic St. New London, CT 06320 Atten: Joshua Montague.

Proposals must include an itemized budget detailing proposed costs to complete the tasks described in the project scope and on the project plans attached. All costs and fees must be clearly described based on construction division. Contractors may price comparable components that meet the specifications of the scheduled product to provide valued engineering options or address supply chain delays.

MISCELLANEOUS

General questions concerning shall be directed to the below, **please copy both parties.**

Tom Bombria
Community Development Coordinator
Tbombria@newlondonct.org

Joshua Montague
Purchasing Agent
Jmontague@newlondonct.org

PROJECT SCOPE

Supply all material and labor to expand the clerks vault including demo, masonry, plumbing removal, plaster walls and ceilings, and prime paint. ***Finish Paint and Electrical work by others. Also, Clerks records and metal shelving shall be removed prior to this phase of work.*** The scope of this project includes all aspects of construction including temporary supports, steel beam and support, demolition, abatement, historic renovation of walls and ceilings, and associated components.

*****Hazardous Materials***:**

Based on a 2010 hazardous building survey the rough coat plaster on walls and ceilings contains greater than one percent (+1.0%) ***asbestos containing material*** (ACM). All ACM that will be impacted by renovations or demolition must be remediated or removed by a State of Connecticut Licensed Asbestos Abatement Contractor per State of Connecticut regulations. The remediation process, monitoring and clearance reports shall be submitted to the City Hall Project Manager.

Also, the walls and ceiling of the first-floor women's restroom that shall be decommissioned for vault expansion contains ***lead based paint***. Use EPA RRP lead safe work practices when these walls or ceiling are impacted by renovations.

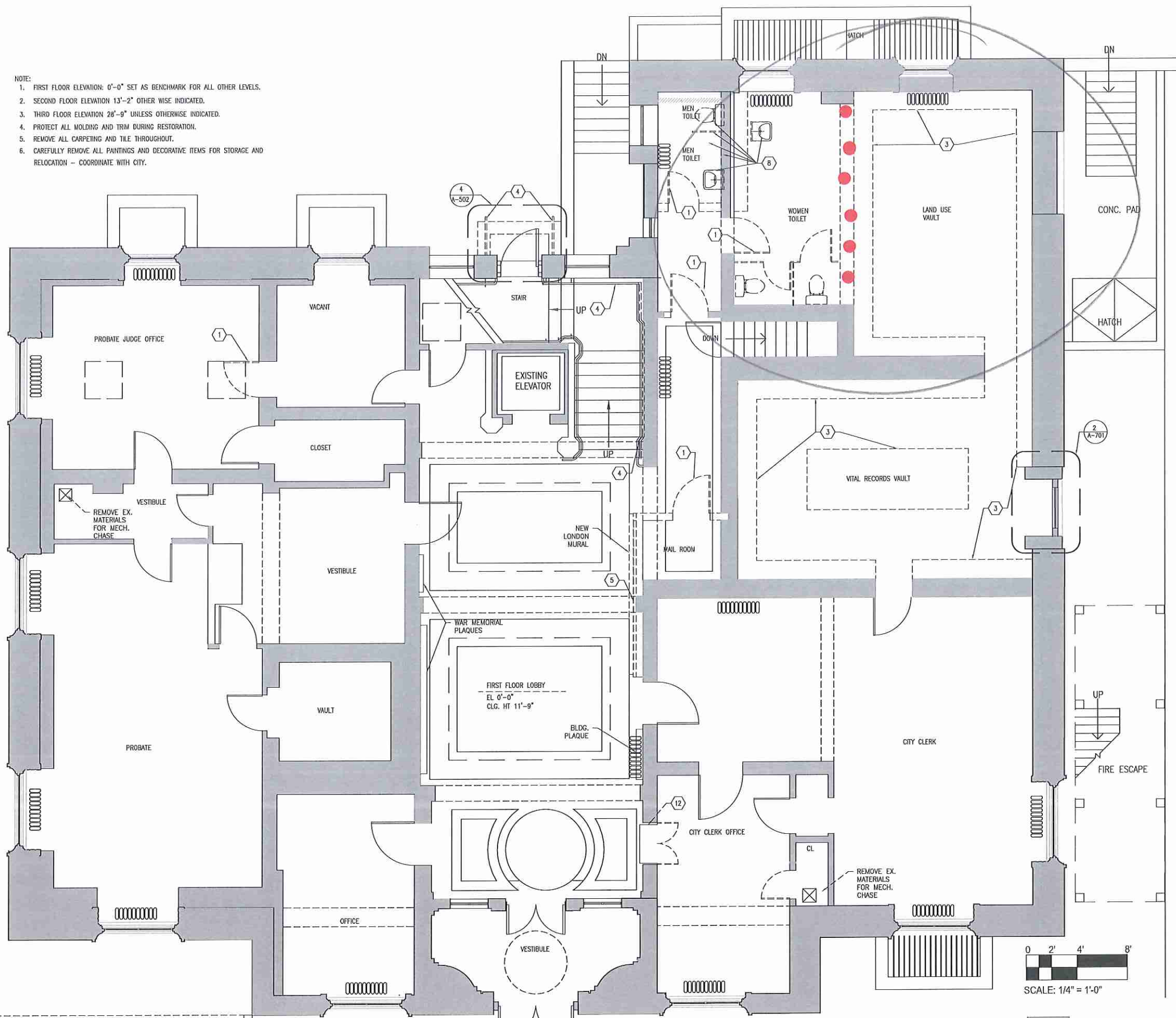
Demolition:

Decommission existing bathroom by completely removing all fixtures, dividers, water supply lines, waste, drain and vent piping, and radiator. Also, remove wall tile to prepare for plaster repair and restoration. Cap off all plumbing in basement. ***Three steel electrical conduits near window running from floor to ceiling shall remain in place. Security system will remain in place.*** Remove existing door to bathroom and woodwork prior to demo to protect historic components. Install hinged plywood door with hasp to seal from debris and to protect site during construction. Remove existing window trim and woodwork in preparation for filling in with masonry. Window sash and metal frame to remain in place. Protect floor until it is determined the elevation does or does not match existing floor elevations in the vault. ***The floor may be patched by others in the future. Any adjustment and finishes to match floor elevations will be separate so not included in this bid.*** Install temporary support walls in bathroom and in clerks vault before removing vault wall. Continue direct support under each to floor in basement to carry the load while subject wall is being removed. Remove vault wall plaster and masonry and dispose of debris properly (Note: plaster has Asbestos Containing material).

Construction

Install engineered beam as specified in drawings to support ceiling load. Install engineered columns to support beam and to support concrete beam in the basement, as specified. Support columns in vault room shall be outside existing wall. New footings specified for basement shall be determined in the field. ***Provide contingency for footings as alternate bid.*** Remove temporary supports only after inspection by project manager. Coordinate electrical removal and rework with assigned electrician as needed. Fill in doorway to hall with solid block masonry to provide proper vault security and fireproofing. Cover existing window glass with black window masking paint, and then seal window well from inside with block masonry to provide proper vault security and fireproofing. Inside window and both sides of doorway shall be finished with plaster to match existing adjacent walls. Frame and box in steel beam and columns with metal framing material in preparation for skim coat plaster finishing. Install new appropriate wallboard as needed over framing and finish wall board with skim coat plaster. Prime wall board with quality Bins or equivalent primer prior to plaster coat. Patch, repair and restore all plaster walls and ceilings. Any floor, wall, and ceiling penetrations shall include all required filling and fire stops as required to make a complete and code compliant installation for a protected vault. All plaster repair work should be completely primed ready for finish painting. ***Finish paint by others.*** Protect all adjacent walls, floors, and ceilings during construction. Contain all debris and dispose of properly.

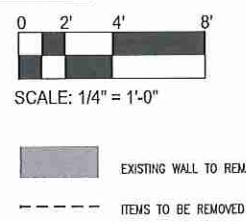
- NOTE:
1. FIRST FLOOR ELEVATION: 0'-0" SET AS BENCHMARK FOR ALL OTHER LEVELS.
 2. SECOND FLOOR ELEVATION 13'-2" OTHER WISE INDICATED.
 3. THIRD FLOOR ELEVATION 28'-9" UNLESS OTHERWISE INDICATED.
 4. PROTECT ALL MOLDING AND TRIM DURING RESTORATION.
 5. REMOVE ALL CARPETING AND TILE THROUGHOUT.
 6. CAREFULLY REMOVE ALL PAINTINGS AND DECORATIVE ITEMS FOR STORAGE AND RELOCATION - COORDINATE WITH CITY.



- DEMO LEGEND
1. CAREFULLY REMOVE AND STORE ALL EXISTING DOORS AND DOOR FRAMES TO BE STORED FOR RESTORATION AND REUSE. COORDINATE WITH CITY REF.
 2. REMOVE DROPPED CLG. AND ALL MECH. IN SPACE
 3. REMOVE ALL EXISTING VAULT STORAGE UNITS, TBD BY CITY
 4. CAREFULLY REMOVE EXISTING STAIR RAILING, PATCH MARBLE TO MATCH ORIGINAL. GRANITE STEPS TO BE SALVAGED AND RELOCATED.
 5. NEW LONDON MURAL CAREFULLY REMOVED AND STORE FOR RE-INSTALLATION
 6. DEMO PART OF WALL AS NECESSARY TO ACCOMMODATE PIPE CHASE
 7. REMOVE EXISTING DOOR AND DOOR FRAME. CHANGE DOOR SWING PER PROPOSED PLAN
 8. CAREFULLY REMOVE ALL EXISTING TOILET TILES AND FIXTURES, CAREFULLY REMOVE MARBLE PARTITIONS AND/OR PANELS FOR REUSE.
 9. EXISTING BATHROOM AND COVER TO BE REMOVED. PATCH DAMAGED SURFACES TO MATCH ORIGINAL
 10. REMOVE EXISTING WALL AND SLIDING DOOR TO UNDERSIDE OF ORIGINAL OPENING.
 11. REMOVE EXISTING MODERN WAINSCOT AT ALL WALLS.
 12. REMOVE EXISTING CLOSET INSERT

01 FIRST FLOOR DEMOLITION PLAN
SCALE: 1" = 1'-0"

REGRADE SIDEWALK TO PROVIDE LEVEL LANDING FOR RAMP. REMOVE/REBUILD

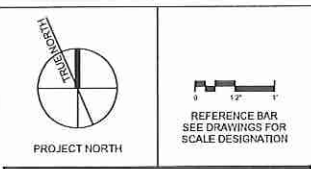


OWNER
CITY OF NEW LONDON
13 MASONIC STREET
NEW LONDON, CT 06320
TEL: 203.447.5215

LOCATION PLAN

NO.	SUBMISSIONS/ REVISIONS	DATE
2	FINAL REVISION	05.18.2020
1	CLIENT REVIEW SET	04.01.2020

NO.	SUBMISSIONS/ REVISIONS	DATE
2	FINAL REVISION	05.18.2020
1	CLIENT REVIEW SET	04.01.2020



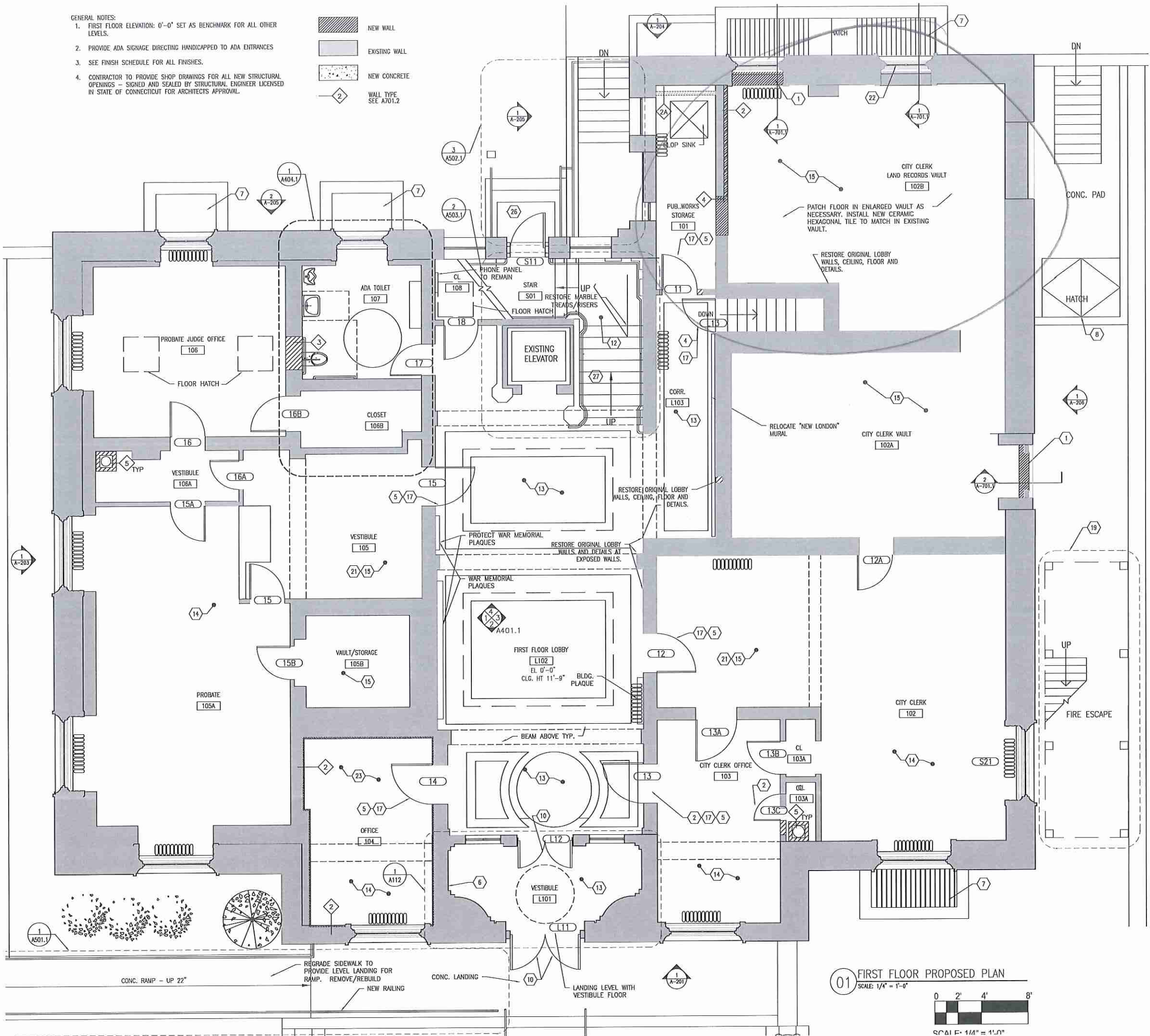
PROJECT
NEW LONDON CITY HALL
181 STATE STREET
NEW LONDON, CT

DATE: 05.18.2020
APP PROJECT NO: 20-011
SCALE: AS NOTED
DESIGNED BY: BB, EB, SSG, MW
CHECKED BY: CR
DRAWN BY: D

SEAL & SIGNATURE

- GENERAL NOTES:
1. FIRST FLOOR ELEVATION: 0'-0" SET AS BENCHMARK FOR ALL OTHER LEVELS.
 2. PROVIDE ADA SIGNAGE DIRECTING HANDICAPPED TO ADA ENTRANCES
 3. SEE FINISH SCHEDULE FOR ALL FINISHES.
 4. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL NEW STRUCTURAL OPENINGS - SIGNED AND SEALED BY STRUCTURAL ENGINEER LICENSED IN STATE OF CONNECTICUT FOR ARCHITECTS APPROVAL.

- NEW WALL
- EXISTING WALL
- NEW CONCRETE
- WALL TYPE SEE A701.2



- REPAIR LEGEND
1. SEAL EXISTING WINDOWS AT VAULT. SEE DETAIL 1/A-701.1
 2. REUSE EXISTING DOOR. SALVAGE ORIGINAL DOOR OR NEW DOOR TO MATCH EXISTING.
 3. CHANGE DOOR SWING
 4. NEW FIRE RATED DOOR. SEE DOOR SCHEDULE
 5. INSTALL FIRE RATED WIRE GLASS AT TRANSOM
 6. STRIP AND RESTORE WOOD FINISH IN VESTIBULE REPAIR DAMAGED ELEMENTS.
 7. INSTALL NEW STEEL LIGHTWELL VENTILATION GRILLES
 8. INSTALL NEW MASONRY. REPAIR STRUCTURE AS NECESSARY
 9. DISMANTLE MASONRY. REPAIR, REINSTATE AND RESTORE CAST IRON RAILINGS ON SECOND FLOOR BALCONY.
 10. REPLACE EXISTING ENTRANCE DOOR. INSTALL ADA-COMPLIANT HARDWARE. RETROFIT VESTIBULE DOOR TO REMAIN WITH ADA-COMPLIANT HARDWARE. ADA HARDWARE TO INCLUDE PUSH-BUTTON DOOR OPENER AT ENTRANCE AND VESTIBULE DOORS. SALVAGE EXISTING STORAGE HARDWARE AND RETURN TO OWNER.
 11. REPAIR AND REPOINT MASONRY. SCRAPE, PRIME AND PAINT EXPOSED STEEL BEAMS.
 12. RESTORE/REPAIR MARBLE STAIR TO MATCH ORIGINAL. REPLACE ALUMINUM HANDRAILS WITH BRONZE HANDRAIL. SEE 1/A503.1
 13. REMOVE IMPROPER PATCHES AND PROPERLY PATCH ALL DAMAGED AREAS AND CRACKS IN MARBLE MOSAIC FLOORING. CLEAN AND RESTORE MARBLE MOSAIC LOBBY FLOORS AND MARBLE BASEBOARDS WITH APPROPRIATE PROCEDURE AND SPECS. REPAIR MARBLE BORDER AT ENLARGED 2ND FLOOR TOILET. SEE FIN. FL. PLAN 1/A111.0, 1/A112.0, 1/A113.0
 14. RESTORE WOOD FLOORS IN OFFICES WHERE FEASIBLE.
 15. CLEAN AND RESTORE HEXAGONAL CERAMIC TILE IN ORIGINAL VAULTS AND WAITING AREAS. INSTALL NEW HEXAGONAL CERAMIC TILE TO MATCH ORIGINAL IN EXPANDED VAULT AREA AND NEW TOILETS.
 16. CLEAN, PATCH AND RESTORE CORK FLOORING IN COUNCIL CHAMBER.
 17. INSTALL NEW SELF-CLOSING, POSITIVE-LATCHING DOOR CLOSURE - TYP.
 18. PREPARE EXIST. BOILER ROOM FLOOR. INSTALL 2" THICK CONCRETE FLOOR SLAB PITCHED TO NEW FLOOR DRAWING. SEE T.E.P DWGS
 19. SCRAPE, PRIME, PAINT AND REPAIR AS NECESSARY FIRE ESCAPE AND STEEL BEAMS. REPLACE / REINFORCE DETERIORATED STRUCTURE AS NECESSARY.
 20. CLEAN, PATCH AND RESTORE CORK FLOORING IN COUNCIL CHAMBER.
 21. REPAIR OR REPLACE DAMAGED OR MISSING GREEN MARBLE BASEBOARDS.
 22. EX. INTERIOR WALLS TO REMAIN. REPLACE EX. WINDOW TO MATCH EX. ADJACENT, IF FEASIBLE.
 23. RECREATE ORIGINAL ROOM FINISHES
 24. RESTORE MURAL
 25. REMOVE ASBESTOS CONTAINING MATERIAL AND CONSOLIDATE PLASTER CEILING FROM ABOVE COUNCIL CHAMBER.
 26. REMOVE, SALVAGE AND REINSTALL TWO (2) EXISTING GRANITE STEPS.
 27. RESTORE TREADS AT MARBLE STAIRS IF FOUND TO BE IN REASONABLE GOOD CONDITION, OTHERWISE COVER WITH VINYL NON-SLIP TREAD COVERS.
 28. REPLACE ROOFING AND FLASHING SYSTEMS

ARCHITECTURAL PRESERVATION STUDIO, P.C.
 181 State Street, New London, CT 06320
 TEL: 203.447.5215

OWNER
CITY OF NEW LONDON
 13 MASONIC STREET
 NEW LONDON, CT 06320
 TEL: 203.447.5215

LOCATION PLAN

 BLOCK NO. 4 LOT NO. 34

NO.	SUBMISSIONS/ REVISIONS	DATE
2	FINAL REVISION	06.18.2020
1	CLIENT REVIEW SET	04.01.2020

NO.	SUBMISSIONS/ REVISIONS	DATE
2	FINAL REVISION	06.18.2020
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PROJECT NORTH

 REFERENCE BAR
 SEE DRAWINGS FOR SCALE DESIGNATION

PROJECT
NEW LONDON CITY HALL
 181 STATE STREET
 NEW LONDON, CT

DRAWING NO.
FIRST FLOOR PROPOSED PLAN

DATE:	06.18.2020
PROJECT NO.:	20-011
SCALE:	AS NOTED
DESIGNED BY:	BB, EB, SSG, MW
CHECKED BY:	CR
DWG NO.:	100

01 FIRST FLOOR PROPOSED PLAN
 SCALE 1/4" = 1'-0"

 SCALE 1/4" = 1'-0"

REINFORCED CONCRETE

- ALL CONCRETE WORK SHALL CONFORM TO ACI 318 AND 301 REQUIREMENTS. THIS SHALL INCLUDE PROPORTIONING OF CONCRETE MIX, CONCRETE TESTING, PLACEMENT OF CONCRETE, AND CURING PROCEDURES.
- ALL CONCRETE CURING SHALL CONFORM TO THE REQUIREMENTS SET FORTH IN ACI 308.
- CONCRETE SHALL HAVE 28-DAY COMPRESSIVE STRENGTH, AIR ENTRAINMENT, W/C/M RATIO, AND MAX AGGREGATE SIZE PER THE TABLE ON THIS SHEET.
- UNLESS NOTED OTHERWISE, PROVIDED MINIMUM REINFORCING COVER PER TABLE (THIS SHEET).
- ALL REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS REQUIRED TO BE WELDED AS SHOWN ON PLANS. ALL REINFORCING BARS REQUIRED TO BE WELDED SHALL CONFORM TO ASTM A709, GRADE 50.
- WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185, SUPPORT WIRE FABRIC WITH CHAIRS OR LIFTS, DURING CONCRETE PLACEMENT TO ENSURE PROPER POSITION IN SLAB.
- ALL REINFORCEMENT SHALL BE SECURELY HELD IN PLACE WHILE PLACING CONCRETE. IF REQUIRED, ADDITIONAL BARS OR STIRRUPS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH SUPPORT FOR ALL BARS.
- ALL REINFORCING BARS SHALL BE LAPPED AS SPECIFICALLY DETAILED ON THE DRAWINGS. SPLICING & EMBEDMENTS SHALL BE IN ACCORDANCE W/ ACI 318 WHERE NOT SPECIFICALLY INDICATED ON THE DRAWINGS. ALL REINFORCING BARS SHALL BE LAPPED USING THE TENSION SPLICE LENGTHS IN THE LAP SPLICE SCHEDULE. REFER TO TYPICAL DETAIL SHEET.
- CONCRETE REINFORCING SHALL BE IN ACCORDANCE WITH ASTM A615 AND HAVE THE FOLLOWING MINIMUM YIELD STRENGTH.
 - MAIN REINFORCING STEEL 60 KSI
 - TIES & STIRRUPS 40 KSI
- PROVIDE CONSTRUCTION JOINTS IN ACCORDANCE WITH ACI-318, CHAPTER 6.4. SUBMIT SHOP DRAWINGS SHOWING CONSTRUCTION JOINT DETAILS, LOCATIONS AND THE SEQUENCE OF POURS FOR THE STRUCTURAL ENGINEER'S REVIEW PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL PROVIDE REINFORCING STEEL ERECTOR WITH A SET OF APPROVED SHOP DRAWINGS FOR FIELD USE.
- ALL ADJOINING SURFACES NOT CAST MONOLITHICALLY SHALL BE ROUGHENED TO 1/4 INCH AMPLITUDE FOR THE ENTIRE INTERSECTING SURFACE ACCORDING TO ACI RECOMMENDATIONS AND APPLY A BONDING AGENT AS REQUIRED.
- CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND LOCATIONS OF ALL OPENINGS, PIPE SLEEVES, CURBS, ETC., AS REQUIRED BY OTHER TRADES BEFORE CONCRETE IS PLACED.
- CONTRACTOR SHALL COORDINATE LOCATION ON INSERTS, WELDED PLATES AND OTHER ITEMS TO BE EMBEDDED IN CONCRETE WITH ARCHITECTURAL AND MECHANICAL DRAWINGS.
- CONTRACTOR SHALL USE RIGID STEEL TEMPLATES (SUPPLIED BY THE STEEL FABRICATOR) TO INSTALL ANCHOR RODS.
- PROVIDE CORNER BARS AT ALL WALL CORNERS & INTERSECTIONS MATCHING HORIZONTAL REINFORCEMENT. BARS SHALL BE LAPPED A MINIMUM OF 48 BAR DIAMETERS.
- COORDINATE ALL PENETRATIONS PRIOR TO CONSTRUCTION AND SUBMIT OPENING SIZES TO A/E FOR REVIEW.
- SUBMIT REINFORCING STEEL SHOP DRAWINGS FOR REVIEW.
- ALL ELEVATED STRUCTURAL SLABS SHALL BE SHORED PER ACI STANDARDS. SHORING MEANS AND METHODS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- NO HORIZONTAL CONSTRUCTION JOINTS WILL BE PERMITTED IN BEAMS, WALLS AND SLABS UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS OR APPROVED IN WRITING PRIOR TO CONSTRUCTION BY THE ENGINEER.
- NO CONCRETE TEST WILL BE ACCEPTED IF CONCRETE IS TAMPERED WITH IN ANY WAY AFTER SAID TEST IS PERFORMED. REPEAT TEST IF WATER IS ADDED AFTER INITIAL SAMPLING.
- CONTRACTOR SHALL COORDINATE LOCATION OF FLOOR DRAINS, CURBS, CONCRETE PADS AND FLOOR DEPRESSIONS, ETC., WITH THE ARCHITECTURAL AND MECHANICAL DRAWINGS.
- HORIZONTAL PIPES OR CONDUITS PLACED IN SLABS SHALL NOT BE SPACED CLOSER THAN 3 X THE DIAMETER OF CENTER. PIPE AND CONDUITS PLACED IN SLABS SHALL NOT HAVE AN OUTSIDE DIAMETER LARGER THAN 1/3 OF SLAB THICKNESS. ALUMINUM CONDUITS SHALL NOT BE PLACED IN CONCRETE. NO CONDUITS SHALL BE PLACED IN THE SLAB WITHIN 12 INCHES OF ANY COLUMN FACE.
- ALL STEEL MEMBERS TO BE ENCASED IN CONCRETE SHALL BE WRAPPED WITH A MINIMUM 6x6-W2.9WV2.9 W.W.F. REINFORCING, UNLESS OTHERWISE NOTED.
- ALL SLABS SHALL BE FLAT AND LEVEL PER THE CONCRETE SPECIFICATIONS. THE CONCRETE CONTRACTOR SHALL INCLUDE IN THEIR BID ANY EXCESS CONCRETE REQUIRED DUE TO SUPPORT MEMBER DEFLECTION TO POUR SLABS FLAT AND LEVEL. THE CONCRETE PLACING PROCEDURE SHALL BE CONTROLLED TO MINIMIZE SUPPORT MEMBER DEFLECTION.
- ALL CONCRETE WORK, REINFORCING, PLACEMENT, AND FORMWORK SHALL BE INSPECTED BY AN INDEPENDENT TESTING AGENCY RETAINED BY THE OWNER. REFER TO PROJECT SPECS FOR THE TESTING REQUIRED ITEMS.

CONCRETE EXPOSURE	MEMBER	REINFORCING BAR SIZE	SPECIFIED COVER, IN.
CAST AGAINST AND PERMANENTLY IN CONTACT WITH GROUND	ALL	ALL	3
EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	ALL	No. 6 THROUGH No. 18 BARS No. 5 BAR, W31 OR D31 WIRE, AND SMALLER	2
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND	SLABS, JOISTS, AND WALLS	No. 14 AND No. 18 BARS No. 11 BAR AND SMALLER	1-1/2 3/4
	BEAMS, COLUMNS, PEDESTALS, AND TENSION TIES	PRIMARY REINFORCEMENT, STIRRUPS, TIES, SPIRALS, AND HOOPS	1-1/2

CONCRETE MIX DESIGN PROPERTIES						
ITEM	CONCRETE	EXPOSURE CLASS	MAXIMUM w/c/m	MINIMUM f _c PSI	AIR CONTENT	MAX AGGREGATE SIZE
FOOTINGS AND PIER	NW	F2	0.45	4500	6% +/- 1.5%	3/4"

GENERAL STRUCTURAL NOTES

- ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE CONNECTICUT STATE BUILDING CODE AND ITS APPLICABLE REFERENCED STANDARDS.
- THE CONTRACTOR SHALL COORDINATE ALL DIMENSIONS AND ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT AND ENGINEER ON RECORD.
- THE CONTRACTOR SHALL COORDINATE THE SIZE AND LOCATION OF ALL SLEEVES, OPENINGS AND ANCHORAGES (INCLUDING ANCHOR BOLTS) AS REQUIRED BY ALL TRADES. OPENINGS NOT SPECIFICALLY SHOWN SHALL BE APPROVED BY THE ARCHITECT AND STRUCTURAL ENGINEER.
- IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO PROVIDE FOR A SAFE AND EFFICIENT METHOD OF SHORING AND/OR BRACING THE STRUCTURE DURING CONSTRUCTION.
- ALL WORK SHALL BE CONTINUOUSLY MONITORED AND INSPECTED BY AN INDEPENDENT TESTING AGENCY REFER TO SPECIAL INSPECTION NOTES ON THIS SHEET. SUBMIT ALL TEST AND INSPECTION REPORTS TO A/E FOR REVIEW.
- STRUCTURAL MEMBERS SHALL NOT BE MODIFIED IN THE FIELD WITHOUT WRITTEN APPROVAL FROM THE STRUCTURAL ENGINEER. IN THE EVENT OF A CONSTRUCTION OR FABRICATION ERROR, THE CONTRACTOR SHALL PREPARE A SKETCH WITH A PROPOSED REPAIR, AND SUBMIT IT TO THE ARCHITECT AND ENGINEER ON RECORD, FOR APPROVAL PRIOR TO PERFORMING ANY CORRECTIVE WORK.
- SUBMIT SHOP DRAWINGS FOR APPROVAL (FOR ALL TRADES INDICATED HEREIN) PRIOR TO PROCEEDING WITH FABRICATION AND/OR CONSTRUCTION. CONTRACTOR SHALL ALLOW FOR A 2 WEEK REVIEW PERIOD BY THE DESIGN TEAM.
- IN ANY CASE OF CONFLICT BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST RIGID REQUIREMENTS SHALL GOVERN. CONTRACTOR SHALL MAKE NO DEVIATION FROM CONTRACT DOCUMENTS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
- JOB SAFETY AND CONSTRUCTION PROCEDURES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- ALL COSTS OF INVESTIGATION AND/OR REDESIGN, DUE TO CONTRACTOR MISLOCATION OF STRUCTURAL ELEMENTS OR OTHER LACK OF CONFORMANCE WITH THE PROJECT DOCUMENTS, SHALL BE AT THE CONTRACTOR'S EXPENSE.
- THESE DRAWINGS REPRESENT THE COMPLETED PROJECT WHICH HAS BEEN DESIGNED FOR THE WEIGHTS OF THE MATERIALS INDICATED ON THE DRAWINGS AND FOR THE SUPERIMPOSED LOADS INDICATED IN THE DESIGN DATA. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ALLOWABLE CONSTRUCTION LOADS AND TO PROVIDE PROPER DESIGN AND CONSTRUCTION OF FALSEWORK, FORMWORK, STAGINGS, BRACING, SHEETING AND SHORING, ETC.
- TYPICAL DETAILS APPLY REPEATIVELY ON THE PROJECT. CONTRACTOR SHALL COORDINATE THE GENERAL REQUIREMENTS OF TYPICAL DETAILS WITH PROJECT CONDITIONS, PLANS, SPECIFICATIONS, AND SECTIONS

DESIGN DATA

- ASSUMED DEAD LOADS:
 - WALL 500 PLF
 - FLOOR 150 PLF
- FLOOR LIVE LOAD:
 - OCCUPANCY/USE (UNIFORM) 100 PSF
 - PARTITION LOADS 25 PSF

STRUCTURAL STEEL

- ALL WORK SHALL CONFORM TO THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) SPECIFICATIONS AND ITS CODE OF STANDARD PRACTICE.
- GENERAL
 - PERMANENT FRAMING AND FINAL CONNECTION DETAILS ARE SHOWN ON THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ERECTION SEQUENCES, MEANS, AND METHODS; AND FOR THE DESIGN OF TEMPORARY LATERAL AND VERTICAL BRACING. TEMPORARY BRACING SHALL REMAIN IN PLACE UNTIL THE COMPLETE VERTICAL AND LATERAL FORCE RESISTING SYSTEMS HAVE BEEN INSTALLED.
 - PROVIDE ACCESS FOR INSPECTION OF ALL SHOP AND FIELD CONNECTIONS FOR PROPER MATERIALS AND WORKMANSHIP.
 - WELDING ELECTRODES, WELDING PROCESS, MINIMUM PREHEAT AND INTERPASS TEMPERATURES SHALL BE IN ACCORDANCE WITH THE AISC AND AWS SPECIFICATIONS. ANY STRUCTURAL STEEL DAMAGED IN WELDING IS TO BE REPLACED OR REINFORCED AS ACCEPTABLE TO THE STRUCTURAL ENGINEER.
 - WELDERS SHALL HAVE CURRENT EVIDENCE OF PASSING THE APPROPRIATE AWS QUALIFICATION TESTS. THE ENGINEER MAY REQUEST SUCH EVIDENCE AT ANY TIME DURING THE PROJECT. THE CONTRACTOR SHALL NOTIFY THE STRUCTURAL ENGINEER OF ANY FABRICATION OR ERECTION ERRORS OR DEVIATIONS AND SHALL RECEIVE WRITTEN APPROVAL BEFORE ANY FIELD CORRECTIONS ARE MADE.
 - GC TO COORDINATE WITH ARCHITECT OF RECORD FOR REQUIRED STEEL FINISHES AND FIREPROOFING (IF REQUIRED).
 - STEEL FRAMED OPENINGS FOR ARCHITECTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND OTHER ITEMS HAVE BEEN SHOWN BASED ON PROGRESS DESIGN DRAWINGS THAT WERE AVAILABLE FOR COORDINATION PRIOR TO THE ISSUANCE OF THE FINAL BID DOCUMENTS. THESE ITEMS ARE SHOWN TO ASSIST THE CONTRACTOR IN UNDERSTANDING THE GENERAL SCOPE OF WORK, BUT ARE NOT INTENDED TO REPRESENT EXACT LOCATIONS, QUANTITIES, OR COMPLETE EXTENT OF REQUIRED COORDINATION. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING HIS WORK WITH ALL OTHER TRADES. THE CONTRACTOR SHALL PROVIDE STEEL FRAMES FOR ALL OPENINGS AS REQUIRED BY THE TYPICAL FRAMED OPENINGS DETAIL ON DRAWING 8400 WHETHER THEY ARE SHOWN OR NOT SHOWN IN THE DRAWINGS.
 - MATERIAL SPECIFICATIONS:

W.W.T SHAPES	ASTM A992 (50 KSI)
S, M, HP, C, MC SHAPES	ASTM A572, GRADE 50
SQUARE & RECTANGULAR HSS	ASTM A500, GRADE B (50 KSI)
ROUND HSS	ASTM A500, GRADE C (45 KSI)
L SHAPES, MISC. PLATES & BARS	ASTM A36
BOLTS	ASTM A325
ANCHOR RODS	ASTM F1554, GRADE 36
SHEAR STUD CONNECTIONS	ASTM A109
PIPE COLUMNS	ASTM A53
 - THE STRUCTURAL STEEL CONTRACTOR SHALL COORDINATE STEEL ELEVATIONS AND LENGTH WITH EXISTING CONDITIONS PRIOR TO SUBMITTING SHOP DRAWINGS.
 - THE MAXIMUM LOAD HUNG FROM ANY BEAM OR MEP DUCTWORK, PIPING ETC. SHALL BE DISTRIBUTED TO THE BEAMS TRIBUTARY AREA IN A WAY THAT THE ALLOWABLE DESIGN LOADS LISTED IN THE GENERAL NOTES ARE NOT EXCEEDED. THE CONTRACTOR SHALL COORDINATE THE LOADS OF ALL TRADES AND PROVIDE ADDITIONAL SUPPORT OR DISTRIBUTION FRAMING AS REQUIRED TO ACHIEVE THESE LOADS.
 - STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH ARCHITECTURAL DRAWINGS, MECHANICAL DRAWINGS AND DRAWINGS RELATED TO OTHER TRADES. THE GENERAL CONTRACTOR IS RESPONSIBLE TO CHECK AND COORDINATE DIMENSIONS, CLEARANCES, ETC., WITH THE WORK OF THE OTHER TRADES.
 - SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO FABRICATION.

CONTRACTOR'S DESIGN RESPONSIBILITY

- THE LISTED BELOW PROJECT ITEMS ASSOCIATED WITH FABRICATION, ERECTION AND CONTRACTORS MEANS AND METHODS AND REQUIRING STRUCTURAL DESIGN ARE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL RETAIN THE SERVICES OF STRUCTURAL PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CONNECTICUT TO PERFORM THE DESIGN OF THE ITEMS, MARKED AS (*)
- CALCULATIONS FOR ITEMS MARKED AS (*) SHALL BE SUBMITTED FOR REVIEW AND APPROVAL TO THE ENGINEER OF RECORD, OTHERWISE THE ITEMS SHALL BE SUBMITTED FOR THE OWNERS RECORD:
 - CONCRETE REINFORCEMENT SHOP DRAWINGS
 - STRUCTURAL STEEL SHOP DRAWINGS
 - TEMPORARY SHORING SHOP DRAWINGS AND DESIGNS (*)

SPECIAL INSPECTION

SPECIAL INSPECTION IS REQUIRED, PER CHAPTER 17 OF THE STATE OF CONNECTICUT BUILDING CODE, FOR THE FOLLOWING ITEMS:

- STRUCTURAL STEEL:
 - WELDING
 - ERECTION & BOLTING
- CONCRETE
 - CAST-IN-PLACE
- STRUCTURAL SAFETY
 - STRUCTURAL STABILITY

THE OWNER SHALL RETAIN AND PAY FOR AN INDEPENDENT THIRD PARTY INSPECTION AGENCY TO OVERSEE THE SPECIAL INSPECTION PROCESS. REFER TO THE SPECIAL INSPECTION FORM.

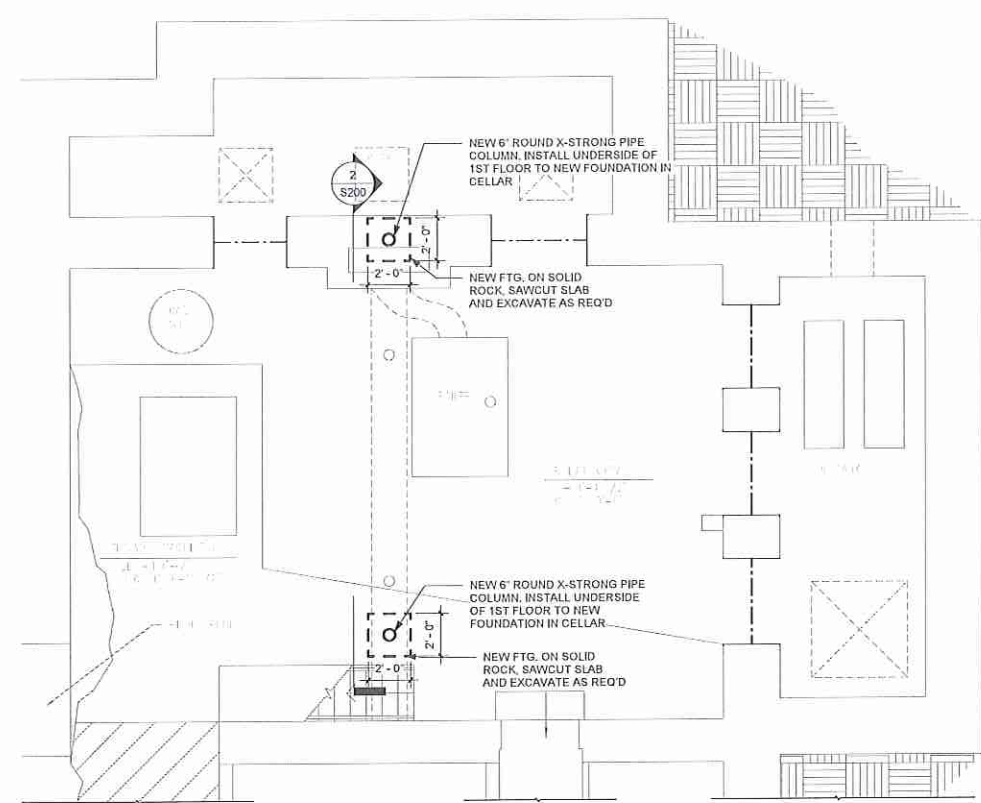
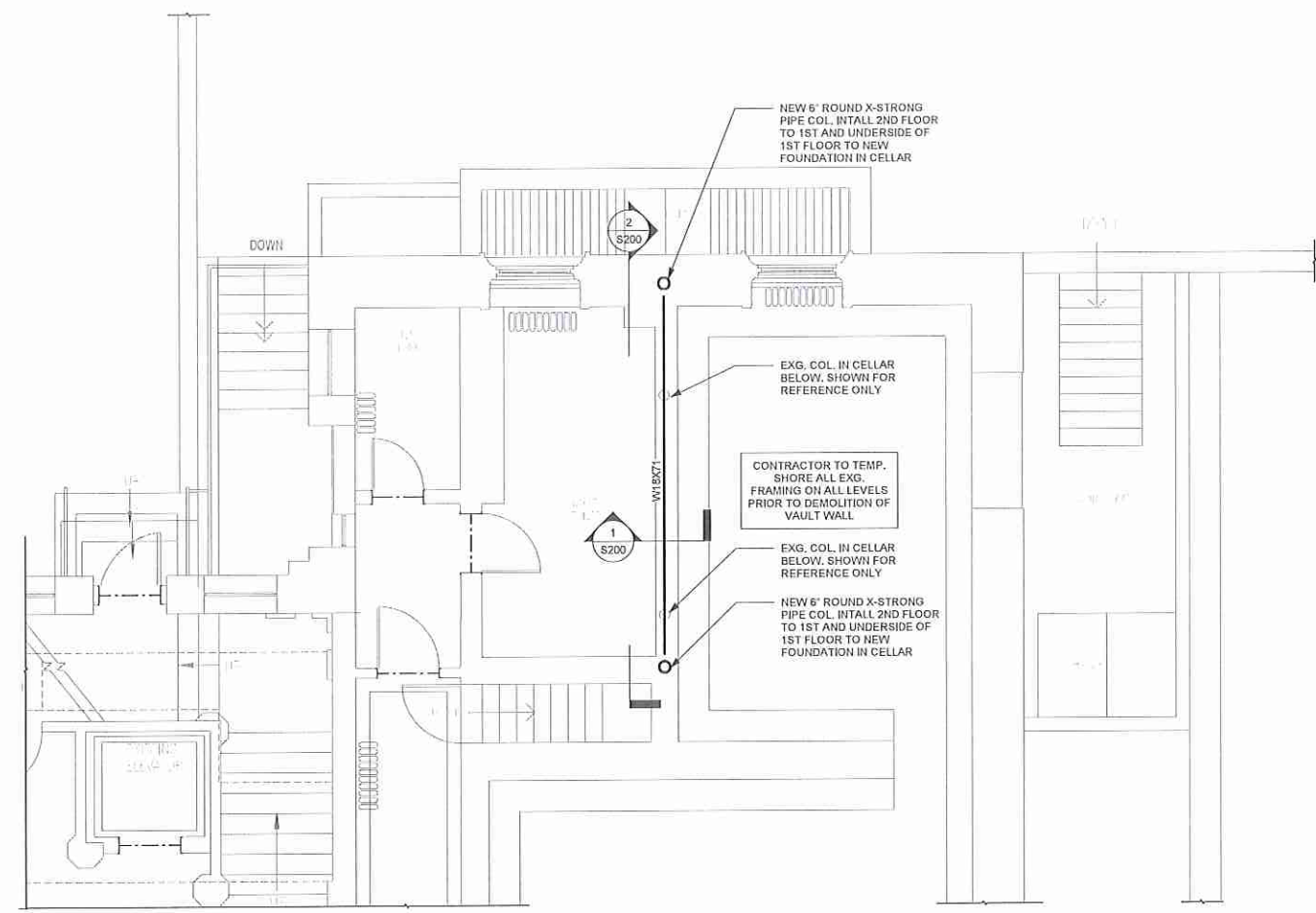
NL CITY HALL VAULT
WALL REMOVAL
181 STATE ST, NEW
LONDON, CT 06320
STRUCTURAL NOTES

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No.	Revision/Issue	Date

PROJECT NO.: 21026
DATE: 2/12/2021
DWG BY: CHV
P.L.C.: CHV

S001



1
S100 1/4" = 1'-0"

2
S100 1/4" = 1'-0"

NL CITY HALL VAULT
WALL REMOVAL
181 STATE ST, NEW
LONDON, CT 06320
STRUCTURAL PLANS

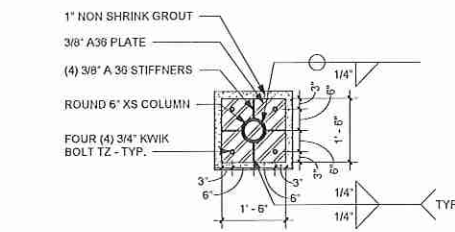
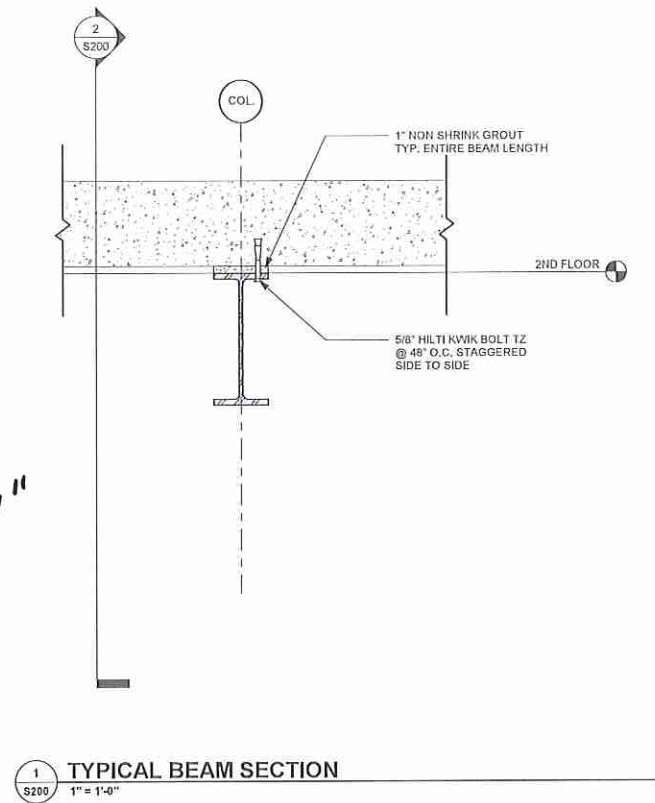
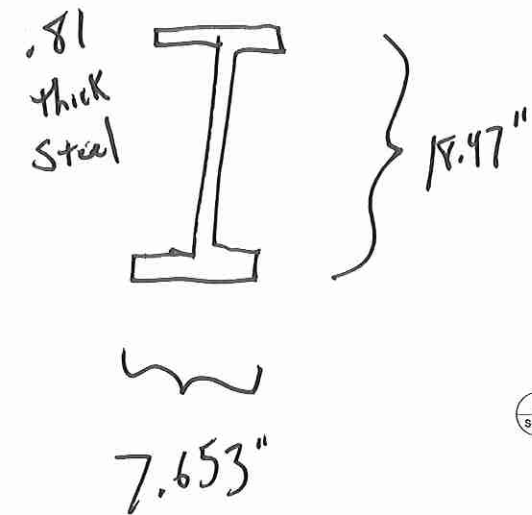
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No.	Revision/Issue	Date

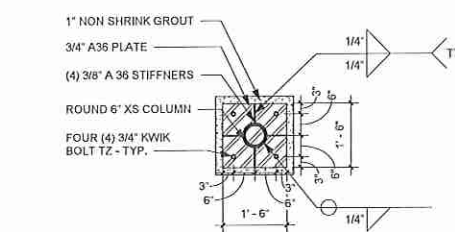
PROJECT NO.: 21028
DATE: 2/12/2021
DWG BY: CHV
P.I.C.: CHV

S100

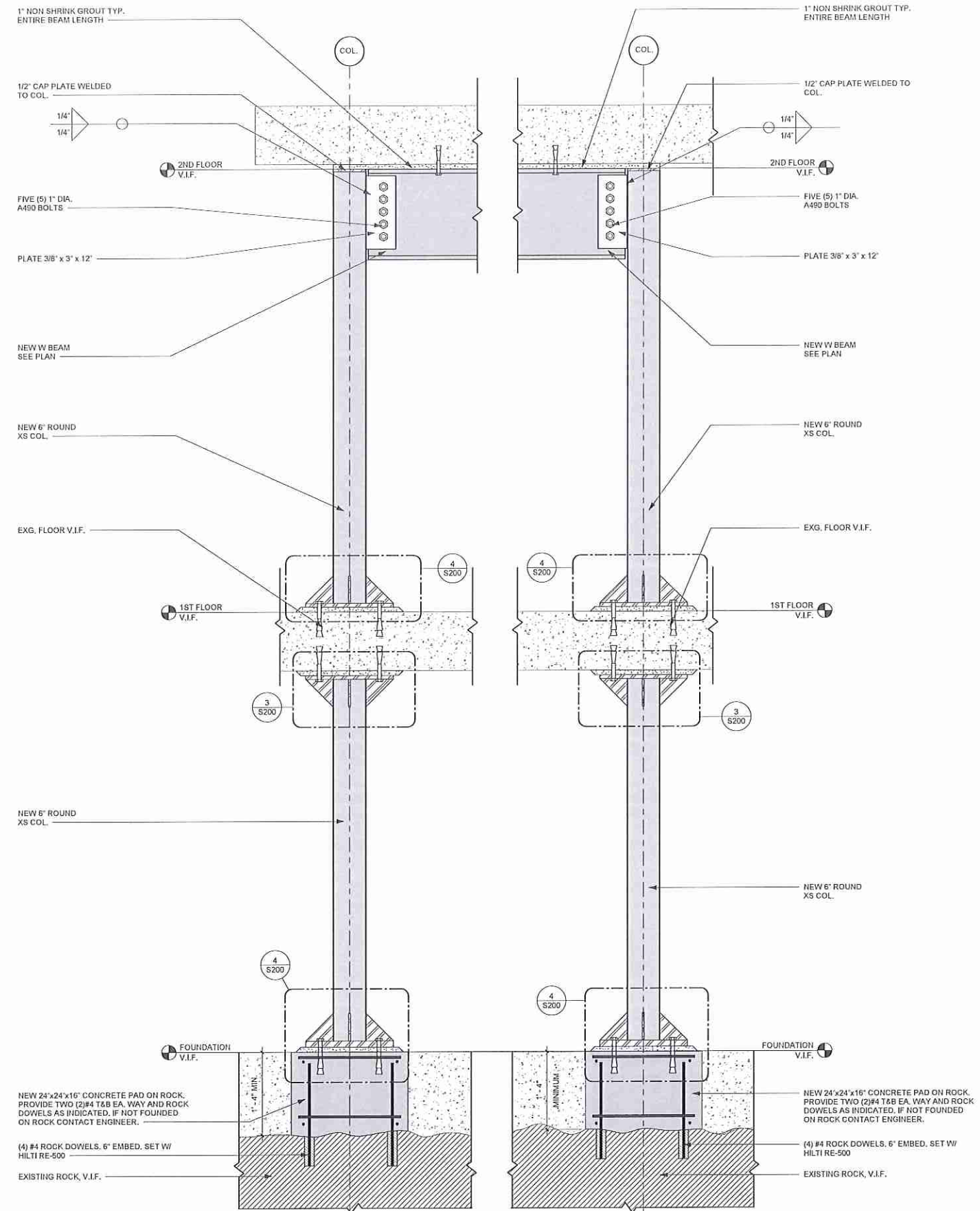
Wide flange
Steel Beam
W1871



3
S200 N.T.S.



4
S200 N.T.S.



NL CITY HALL VAULT
WALL REMOVAL
181 STATE ST, NEW
LONDON, CT 06320
STRUCTURAL
SECTIONS AND
DETAILS

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No.	Revision/Issue	Date

PROJECT NO.: 21028
DATE: 2/12/2021
DWG BY: CHV
P.L.C.: CHV

S200

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 _____

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: _____

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

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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

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this **XX** day of **Month, 2021**, 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, 2021** and the completion date of this Contract shall be **Month/Day, 2021**, time being of the essence.
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.

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$___100___ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

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 _____