



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 Qualifications / Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2019-09

Opening Date and Time: January 2, 2019 @ 2:00 P.M.

Title: Commissioning Services for New London High School – North Campus (095-0090 MAG/N)

Special Instructions: There will be a site visit at **10:00 A.M. on December 10, 2018**. All interested parties are to meet at New London High School, 490 Jefferson Avenue, New London, CT.

All questions should be directed to Diana McNeil, AIA Senior Project Manager at dmcneil@crec.org by 2:00PM on December 14, 2018. Please copy Dedra Aker, Purchasing Agent, at daker@ci.new-london.ct.us on all inquiries.

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

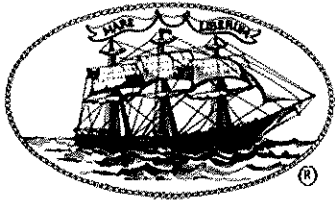
Sealed Proposal No.: 2019-09: Commissioning Services for New London High School – North Campus (095-0090 MAG/N)

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

Return Proposal to:

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

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



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Proposal No.: **2019-09**
Commissioning Services for New London High School – North Campus
(095-0090 MAG/N)

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: December 4, 2018

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

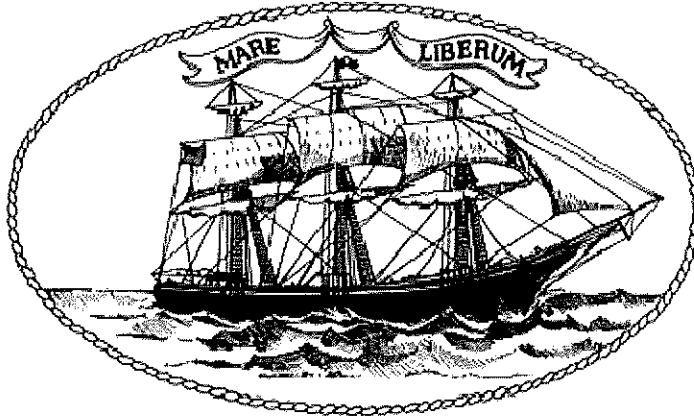
Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.
Fax No.: (860)447-5297
E-mail: daker@ci.new-london.ct.us
Fax this sheet only. A cover sheet is not required.



REQUEST FOR QUALIFICATIONS/PROPOSALS

Commissioning Services

For:

New London High School – North Campus (095-0090 MAG/N)

RFQ/P Advertised:	December 4, 2018
Site Walk- Thru:	December 10, 2018
RFIs Deadline:	December 14, 2018, 2:00 pm EST
RFI Responses:	December 21, 2018
RFQ/P Due:	January 2, 2019, 2:00 pm EST
Selection:	January 3 to 11, 2019
SBMC Recommendation:	January 18, 2019
City Council Approval:	January 22, 2019
Award and Contract:	January 24, 2019

Note: The above dates are subject to change. All changes will be posted on the City of New London's Purchasing Department website and the Department of Administrative Services Contracting Portal.

TABLE OF CONTENTS

1. Invitation to Submit
2. Project Description
3. Scope of Commissioning Services
4. Minimum Requirements
5. Review and Selection Process
6. General Terms and Conditions
7. Exhibits
 - Exhibit A – List of Qualifying Projects
 - Exhibit B – Fee Proposal (in separate sealed envelope)
 - Exhibit C – Acceptance of Contract Terms
 - Exhibit D – Conceptual Floor Plans and Elevations (5 drawings)
 - Exhibit E – High Performance School Construction Bulletin, Form 3048
 - Exhibit F – City of New London Contract Terms and Conditions
 - Exhibit G – Non-Collusion Affidavit of Prime Bidder
 - Exhibit H – Non-Collusion Affidavit of Subcontractor
 - Exhibit I – Statement of Bidder’s Qualifications
 - Exhibit J – Affirmative Action Policy Statement
 - Exhibit K – Certification of Bidder Regarding Equal Employment Policy
 - Exhibit L – Certification of Non-Segregated Facilities
 - Exhibit M – Contract for Services

1. INVITATION TO SUBMIT

Pursuant to the terms and conditions of this Request for Qualifications and Proposal (RFQ/P), the City of New London is pleased to solicit packages for Commissioning Services for the New London High School – North Campus (State No.095-0090 MAG/N), located at 490 Jefferson Avenue, New London, CT 06320.

Qualification packages and Proposals (proposals **must** be submitted in separate sealed envelope), should be addressed and delivered to:

City of New London
Dedra Aker, Purchasing Agent
c/o Diana I. McNeil, AIA, LEED AP Senior Project Manager, CREC
13 Masonic Street
New London, CT 06320

Submission deadline is January 2, 2019 at 2:00 pm EST. No extensions will be granted.

Please direct any and all questions concerning this RFQ/P to Diana McNeil, AIA Senior Project Manager, via email at: dmcneil@crec.org, no later than December 14, 2018 at 2:00 pm EDT. All inquiries shall copy Dedra Aker, New London Purchasing Agent at daker@ci.new-london.ct.us.

2. PROJECT DESCRIPTION

The New London High School located at 490 Jefferson Avenue in New London, CT was built in 1969 at approximately 176,000 SF. Adjacent and on the same property is the Science and Technology Magnet High School (STEM), completed in 2008 and approximately 60,000 SF. Upon completion, the total campus (both buildings) is anticipated to be 270,000 SF. The entire facility will be renovated as new with additions. Minor interior alterations are proposed at the STEM building.

The project is currently in the Schematic Design phase, with an aggressive schedule that includes several early bid phase packages such as hazmat and site, concrete and steel. Occupancy for the last construction phase is anticipated to be in the fall of 2022. The original grant project budget was \$98,026,000 dollars and has been increased to \$108,000,000 dollars, as approved by the Connecticut State Department of Administrative Services (DAS).

3. SCOPE OF COMMISSIONING SERVICES

The objective of commissioning is to provide documented confirmation that a facility fulfills all the functional and performance requirements of the building owner, occupants, systems and operators, and as required through C.G.S. Section 16a – 38k. To reach this goal, it is necessary for the commissioning process during the design phase, to establish and document the owner's criteria for system function, performance, and maintainability; as well as, to verify and document compliance with these criteria throughout construction, start-up, and the initial period of operation.

The project shall be designed to the new Connecticut High Performance Standards following the required formal process, as indicated in the Regulations of Connecticut State Agencies and C.G.S. Section 16a-38k (1 thorough 9) and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings.

The Building Commissioning Services shall meet all mandatory Requirements by the State Department of Administrative Services, Division of Construction Services, Office of School Construction Grants and Review (OSCGR), Supplements to the Guidelines. Refer to High Performance School Construction Bulletin, Form SCG – 3048, revised 6/20/17.

The commissioning services shall include enhanced commissioning as further described throughout this RFQ/P. This project is not designated as a LEED certified building; however, references are made to LEED for Schools as an alternative strategy for the Compliance checklist, and as outlined in the Connecticut High Performance Buildings Standards.

The Commissioning process shall be based on and follow ASHRAE Guideline 0-2005. The CxA is required to provide services during the design phase, the construction phase, the Owner turnover or acceptance phase, and the post-occupancy phase, to comply with Connecticut Standard Guidelines for High Performance Buildings. The commissioning process will provide the Owner with various reports to ensure that issues are tested, identified and corrected. All systems, including mechanical, electrical, plumbing, fire protection, controls, building envelope, technology, and other systems shall be certified to have been installed according to the contract documents and comply with the performance guidelines set out in the documents.

I. Design Phases:

- A. Develop a design phase commissioning plan that includes a management strategy and list of features and systems to be commissioned (both MEP systems and the building envelope). An initial draft of the plan shall be produced for review and comment by the Owner/City Engineers, Facilities and Operations team, Owner's Project Manager, and Design Engineers. NE-CHPS Version Fundamental Commissioning of the Building Energy Systems to be followed.
- B. Review of the contract documents. Includes reviews at the design development documents phase and complete (100%) construction documents phase including a back-check of the mid construction document phase review comments in the subsequent design submissions. (At minimum per the requirements of LEED 2009 EA c3 Enhanced Commissioning, or updated version)
- C. Assist, review and approve the development and updating of the Design Record documentation by Design Team members specifically the Owner Project Requirements (OPR) and Basis of Design (BOD) Narrative for inclusion into the commissioning plan. (At minimum per the requirements of LEED 2009 EA p1 Fundamental Commissioning of Building Energy Systems, or updated version)
- D. Develop full commissioning specifications and include all commissioned equipment. Coordinate with and integrate into the specifications of the Architect and Engineers of Record, as needed. The commissioning specification will include but is not limited to the following: a detailed description of the responsibilities of all parties, details of the commissioning process; reporting and documentation requirements including formats; alerts to coordination issues, deficiency resolution; construction checklist and startup requirements; the systems to be commissioned; the functional testing process; specific functional test requirements, including testing conditions and acceptance criteria for each piece of equipment being commissioned. (At minimum per the requirements of LEED 2009 EA p1 Fundamental Commissioning of Building Energy Systems, or updated version). The CxA shall work with the Architect to coordinate with regard to building envelope testing requirements, including but not limited to roof pull tests and window water infiltration tests. These testing requirements are to be included in the bid specifications. The exact location of these testing requirements is to be determined during discussions between the CxA and architect.

- E. Coordinate a controls integration meeting and pre-balancing meeting with the Engineer of Record, City Engineers, Owner's Project Manager and Construction Manager, Facilities and Maintenance Staff and Subcontractors, to discuss integration issues between equipment, systems and disciplines to ensure that integration issues and responsibilities have been clearly defined.
- F. Participate in meetings pertaining to Connecticut High Performance activities during Project design duration, and issue commissioning progress reports as required by the High Performance Building Guidelines.

II. Bid Phase:

- A. Attend construction pre-bid meeting(s) to answer any questions regarding the commissioning activities.

III. Review of Construction Documents:

- A. The CxA shall review the Construction Documents at intervals previously outlined.
- B. The CxA shall include presentation meeting(s) conducted by the CxA, the Design Team (the Architect and all its consultants) to the Owner/City Engineers, Facilities and Operations Manager, School and Maintenance Building Committee and the Owner's Project Manager (OPM). The presentations will primarily focus on review comments at each of the milestone reviews, in regards to how well the proposed systems lend themselves to being user friendly, easily operated and maintained, and economical to operate. The building envelope systems review will include roofing, waterproofing, and exterior windows, doors, and wall assemblies.
- C. The CxA shall provide written comments and, as required, provide on-site discussion with the Design Team, the Owner/City Engineers, and the OPM to review its comments.
- D. The CxA shall provide the above written comments within 45 days after receipt of written notification to proceed from the OPM.

IV. Commissioning Plan:

- A. The CxA shall prepare a detailed construction phase, acceptance phase, and post-occupancy phase commissioning plan for this project. The plan will follow industry standard format to include, but not be limited to the following:
 - 1. Outline the commissioning responsibilities of the CxA, the City Engineers, the Facilities and Maintenance team, OPM, Design Team, Construction Manager, and all trade contractor(s).
 - 2. The plan will identify all systems and building envelope features included in the commissioning process.
 - 3. The plan will provide an overview of the method of verification and documentation that will be used during the commissioning process.
 - 4. The plan will contain preliminary schedules for the commissioning of systems.
- B. The plan will be reviewed with the Owner/Owner Representative, City Engineer, Facilities and Maintenance team, Construction Manager, the Design Team, and the trade contractors at a presentation meeting(s) conducted by the CxA. The plan will be reviewed and approved by the aforementioned parties, with any necessary modifications. Upon approval, the CxA will issue the final plan.
- C. The CxA shall carefully coordinate all commissioning tasks with the Construction Manager to ensure that commissioning activities are included into the master schedule.

- D. The CxA shall issue five (5) hard copies and five (5) electronic copies of the final commissioning plan within 14 days following the written approval of the above parties at a presentation meeting conducted by the CxA. Distribution of one (1) hard copy and one (1) electronic copy each to Owner/Owner Representative, City Engineers; Facilities and Maintenance manager, Design Team; and Construction Manager.

V. Review of Submittals:

- A. The CxA shall conduct a review of the mechanical and electrical submittals and shop drawings provided by the sub-contractors.
- B. This review will facilitate determining adherence to the design intent and to familiarize the CxA with the specific equipment that the contractor will be installing on the project. This will allow the CxA to tailor its pre-functional test check-off sheets and functional test procedures to the specific pieces of equipment.
- C. Any discrepancies with the design documents that the CxA finds will be brought to the attention of the Design Team, the Owner/Owner Representative, City Engineer. The resolution of these problems will be the responsibility Design Team, with input provided by the CxA.
- D. The CxA will review building envelope submittals for roofing, waterproofing, and window/door/wall assemblies, including but not limited to: air barrier; diffusive vapor control; water management; and thermal barrier as necessary to ensure commissioned systems will perform properly.

VI Review of Controls Software:

- A. The CxA shall review the controls shop drawings, sequence of operations, and control logic. The review will familiarize the CxA with the control logic and specific types of instruments that the contractor will use to meet the design criteria.
- B. The CxA shall also review the lines of software code that the contractor is intending to use in the Direct Digital Control (DDC) system.
- C. The CxA shall also confirm the integration of the DDC system with other systems. (i.e. Fire alarm, security, etc.)

VII. Develop Contractor Commissioning Log Books, Including Pre-functional Test Check-off Sheets and Verification of Completion Forms:

- A. After a review of the all required sub-contractor submittals and control software, the CxA shall develop pre-functional test check-off sheets and Verification of Completion forms for all equipment to be commissioned.
- B. These forms will be provided during a meeting conducted by the CxA to the Construction Manager in the form of commissioning logbooks for their further distribution to the appropriate contractor(s). The forms will be utilized by the contractor(s) in documenting the completion of the installation.
- C. The Construction Manager shall verify the accuracy and completeness of the subcontractors' documentation and notify the CxA that systems are prepared for testing, balancing, and functional testing.

VIII. On-site Construction Observation and Construction Meeting Attendance:

- A. The CxA shall attend all commissioning meetings and attend periodically Owner, Facility and Maintenance, Construction Manager, and contractor(s) meetings.

- B. The CxA shall provide on-site construction observation visits during the construction phase of the Project. The CxA shall check throughout the on-site visits to see that a means of access is provided to all equipment to facilitate service, repair, maintenance, or replacement.
- C. The frequency of the site visits shall be based on the stage of construction. As a minimum, they shall be on a monthly basis and, as the project moves closer to completion, may become weekly or daily as the commissioning testing gets underway.
- D. The purpose of the visits will be primarily to acquaint the CxA with the progress of the construction, and become familiar with the systems that the CxA will be testing and commissioning. Any discrepancies the CxA might observe with regard to the actual construction and the design documents will be brought to the immediate attention of the Owner/Owner Representative, the Design Team, and the Construction Manager.
- E. The site visits will be scheduled in order that the CxA can witness an adequate amount of heating, ventilation, and air conditioning (HVAC) piping testing and flushing to ensure that the contractor is following proper procedures. The CxA shall also witness an adequate amount of duct pressure testing and cleaning to ensure that the contractor is following proper procedures. Other testing to be witnessed by the CxA include roofing uplift tests, blower door testing, and water penetration testing.
- F. The on-site visits will also allow the CxA to more accurately schedule the commissioning process so that it can easily interface with the completion of the construction.
- G. Each site visit shall be documented with a written report that will be distributed to the Owner/Owner Representative, the Design Team, and the Construction Manager. The report will include a discrepancy/recommendation log, which will be updated after each site visit.
- H. Attend School Building and Maintenance Committee Meetings (SBMC) on an as needed basis.

IX. Development of Functional Test Procedures:

- A. Based on the information obtained from its review of design criteria and construction documentation, the CxA shall develop functional test procedures for all systems to be commissioned.
- B. These functional test procedures shall provide a detailed procedure of how the system shall be tested and a record sheet for recording the test results.
- C. The test procedures shall be as explicit and exact as possible to ensure that the test can be easily repeated by more than one tester and the same results obtained.
- D. The CxA shall review the test procedures with the Owner/Owner Representative, City Engineers, the Design Team, the Construction Manager, and contractor(s) at a presentation meeting conducted by the CxA. If required, the test procedures will be modified and then approved by the aforementioned parties.
- E. The CxA shall issue the final functional test procedures to the Owner/Owner Representative, City Engineer, the Design Team, and the Construction Manager (one (1) hard copy and one (1) electronic copy each).
- F. Functional test procedures shall be provided for all systems including, but not limited to, those listed below. Failure to include an item in this list shall not relieve the CxA's obligation to test all systems included in the building, identified to require testing under commissioning systems criteria, and as established throughout the design of the project.
 - All air handling units and their associated heating and cooling coils, economizers, thermostats, etc.
 - All humidifiers
 - All exhaust fans
 - All return fans
 - All motorized dampers including demand controlled ventilators

- All variable air volume (VAV) terminal units and associated reheat coils
- All lab terminal units (supply and exhaust) and associated reheat coils
- Chillers and all associated chilled water and condenser water pumps, etc.
- Boiler, boiler combustion air fan, and all associated pumps, tanks, condensate pumps, etc.
- All heat exchangers and associated pressure relief valves (PRVs)
- All energy recovery ventilation systems including enthalpy difference requirements between outdoor air and return air.
- Cooling towers
- Chilled water system
- Refrigeration Systems
- Domestic water heating system
- Computer room air conditioning units and associated split system condensers
- All unit heaters, cabinet heaters, etc.
- Building automation system, including CO2 sensors, and component failure alarms
- Direct Digital Controls and system interlocks, including occupancy sensors
- Emergency generator and associated transfer panels
- Lighting and day lighting control system
- Fire protection systems and equipment; fire alarm system interfaces with HVAC systems
- Renewable energy systems
- Security systems
- Telecommunications systems
- Observation of the infrared testing for electrical gear and panel boards
- Envelope systems such as roofs, windows, doors and wall
- The CxA is to provide (or “witness” if construction documents require others to perform) infrared scan of building walls and roofs and provide a summary report of results to Owner/Owner Representative, City Engineer, Contractor, and the Design Team, during a presentation meeting conducted by the CxA, with areas of concern identified for further investigation.

X. Develop Commissioning Schedule:

- A. The CxA shall develop a commissioning schedule for all required systems of the project.
- B. The schedule will be developed after a throughout review and coordination with the construction master schedule. It will include contractor and manufacturer start-up tests of all major equipment.
- C. At a presentation meeting conducted by the CxA the schedule will be submitted to the Owner/Owner Representative, City Engineer, Facilities and Maintenance manager, the Design Team, Construction Manager, and contractor(s) for their review and approval.
- D. Upon approval of the schedule, the CxA shall monitor and update it on a periodic basis.
- E. Coordinate the Commissioning Schedule with the balancing procedures.

XI. Preparation for and Review of Testing, Adjusting, and Balancing (TAB) of the Project’s HVAC/R Systems:

- A. Prior to the balancing contractor starting its work, the CxA shall review the duct installation for readiness and verify that the functionality of the systems’ controls is at a state that the balancing can commence.
- B. The CxA shall review the completed balance report and independently spot check balancing readings to verify compliance with the submitted report. The CxA shall confirm that the required rate of outdoor airflow is being delivered to the breathing zone within each occupiable space.

- C. Any discrepancies identified during the CxA's review will be brought to the attention of the Owner/Owner Representative, City Engineer, the Design Team, the Construction Manager, and the contractor for their review. As required, the CxA shall facilitate discussions with the Owner/Owner Representative, the Design Team, the Construction Manager, and the contractor(s) to resolve any discrepancies identified during its review.
- D. A copy of the final balancing report will be included in the final commissioning report.
- E. Any smoke control testing by other agencies having authority will be witnessed and documented by the CxA.
- F. Coordinate and witness start-up of hydronic systems to verify cleaning, flushing and chemical treatment have been completed prior to the start of water balancing.

XII. Perform Functional Test Procedures and Document Results:

- A. The CxA shall commission those systems as outlined in the commissioning plan through the performance of the functional test procedures.
- B. Testing will be scheduled based on the commissioning schedule, the completion of the work, and the system testing and balancing. The CxA reviews the test results/reports, including, but not limited to, the efficiency test reports for heating, hot water systems, and cooling systems
- C. During the testing, a weekly report of progress and results will be provided to the stakeholders (Owner/Owner Representative, City Engineer, Facilities Manager, the Design Team, the Construction Manager, and the Contractor(s)). Additionally, a running discrepancy/recommendation log will be provided and updated weekly. The CxA shall retest after corrections have been made and track all corrections.
- D. As required, if systems do not comply with the testing standards the CxA shall provide recommended solutions to be reviewed by all stakeholders previously listed. The CxA shall facilitate discussions with this group in order for a workable solution to be obtained.
- E. All test results will be documented for inclusion in the final commissioning report.
- F. Any testing requiring seasonal peak testing will be performed in the peak season.

XIII. Review Contractor's Operation and Maintenance (O&M) Manuals, Warranties, and As-built Documentation:

- A. Upon receipt of the O&M manuals from the Contractor via the Design Team, the CxA shall review the manuals for, but not limited to, completeness, accuracy, and for compliance with the construction contract. The CxA shall provide comments to the Construction Manager, the Owner/Owner Representative, City Engineer, Facilities Manager, and the Contractor(s) within 15 days following receipt of the O & M manuals during a presentation meeting conducted by the CxA.
- B. The CxA shall verify completeness from an operational point of view and include commissioning information.
- C. On an ongoing basis during construction and at the completion of the project, the CxA shall observe that the construction documents are being properly updated by the Construction Manager, the Contractor(s), and/or the Design Team, in order to provide accurate as-built documentation. Report deficiencies to the Construction Manager and the Owner Representative, and track these items until remedied.
- D. The CxA shall review all HVAC system and electrical equipment warranties to verify that the client agency's responsibilities are clearly defined.

XIV. Provide Facilities and Operations Staff Systems Training:

- A. The CxA shall coordinate the training of the facility's maintenance personnel in a review of the following:
 - 1. System configuration
 - 2. Control sequences
 - 3. Special systems
 - 4. Safety
 - 5. Alarms/trouble codes
- B. Videod training will be conducted after the O&M manuals have been distributed to the facility's maintenance personnel.
- C. The CxA shall coordinate/supervise with the Owner/Owner Representative, City Engineer, Facilities Manager, Construction Manager, and Contractor(s) to ensure that all training specified in the Project construction documents is properly carried out by the Contractor(s).

XV. Final Commissioning Report:

- A. The CxA shall provide a final commissioning report and will present the report at a meeting conducted by the CxA. This report will include the following:
 - 1. Summary of commissioning process.
 - 2. A final review of how well the systems meet the design intent, including any noted discrepancies and any recommendations for modifications.
 - 3. All functional test procedures and their final record sheets.
 - 4. Final discrepancy/recommendation log listing final status of each item.
 - 5. Final Testing, Adjusting, and Balancing report.
- B. The CxA shall submit five (5) copies of the final commissioning report within 60 days after completion of the services itemized in subsections I through XIV above. The final report shall include all information required by the State's High Performance Building Standards 16a - 38k.
- C. Distribution of Report (One (1) each in hard copy and electronic format) as follows:
 - 1. The Owner
 - 2. City Engineer
 - 3. Owner Representative
 - 4. Facilities Manager
 - 5. Construction Manager
 - 6. To the State Department of Administrative Services / OSCGR
 - 7. To Commissioner of State DEEP

XVI. Warranty Period Review:

- A. As required, during the warranty period the CxA shall retest any systems that had their testing deferred during the initial functional testing and shall provide any seasonal testing that had been deferred due to the lack of peak season conditions. This testing will ensure that all system sequences of operations have been verified.

- B. At the 9-month interval of the project warranty, the CxA shall distribute survey forms to all of the facility staff requesting end-user feedback regarding any on-going deficiencies of commissioned systems noticed by staff throughout the initial occupancy period. The CxA shall investigate post-occupancy complaints from end users to determine if systems are performing properly. Documented reporting of this survey will occur as a part of the 10-month interval warranty review noted in Section XVI C.
- C. The CxA shall provide a site visit at the 10-month interval of the Project warranty.
1. The CxA shall review with the operations staff designated by the Stratford Board of Education and/or the Owner/Town Engineer how well the commissioned systems have been performing and identify any problems that may require review or correction.
 2. The CxA shall provide, at a presentation meeting conducted by the CxA, a written report to Owner/Town Engineer, OPM, Construction Manager, and contractor(s) outlining the findings of its 9th and 10th month warranty reviews and recommendations with regard to any corrective action(s) that may be required.
- D. The CxA shall complete the warranty period review and submit five (5) copies of the written report within 12 months after completing the final commissioning report. This report shall include all information required by the State's HPB standards 16a – 38k.
- E. Distribution of Report (One (1) each in hard copy and electronic format):
1. For the Owner/Town Engineer
 2. For the OPM
 3. For the Construction Manager
 4. To the State Department of Administrative Services / OSF
 5. To Commissioner of State DEEP

4. MINIMUM REQUIREMENTS

Bidders are required to submit six (6) copies and one (1) thumb drive of their response to the qualification portion of this RFQ in a sealed envelope or package, bearing on the outside the wording "Commissioning Services" for New London High School North Campus. Also, submit in a separate sealed envelope the Fee Proposal using the Exhibit B form. The qualifications must be organized in the following sections:

1. Cover Letter: All bidders shall indicate their intent to complete the services in a timely manner.
2. Copy of P.E or other relevant licenses required by key members of the team to perform the work.
3. Team member's qualifications and experience with projects similar in size, scope and budget. The Owner requires the following qualifications for the team members assigned to this project, designated as the Commissioning Agent (CxA).
 - He/she has acted as the CxA for at least five (5) projects of over 150,000 square feet.
 - He/she has a minimum of five (5) full years of experience in this type of work.
 - He/she can provide at least five (5) references from completed commissioning projects.
 - He/she has been certified (CCP) through the Building Commissioning Association.
4. List of qualifying projects (Exhibit A). A qualifying project is a project completed in the last five years that is similar in size and scope, with project budgets at least \$75,000,000.

5. Past Claims or Disputes: Indicate any claims, disputes, or arbitration proceedings that have occurred on any projects in the last five (5) years. Indicate who they were with and the status of each, even if pending.
6. As part of a proposal submitted in response to this RFQ/P, all bidders are required to sign and submit a completed acceptance of contract terms document, a copy of such document is attached hereto as Exhibit C and made a part hereof (the "Acceptance of Contract Terms"). A proposal submitted without a completed and signed Acceptance of Contract Terms shall be deemed unresponsive and the bidder's Fee Proposal shall be returned unopened

A proposal that does not comply with all minimum requirements shall be deemed unresponsive and be disqualified. The fee proposal will be returned unopened.

5. REVIEW AND SELECTION PROCESS

The City and the School Building and Maintenance Committee will conduct a review and selection process. The selected Bidder will have successfully met all of the criteria and deemed by the City of New London and the selection committee, at its sole discretion, as the most responsible, responsive, and qualified bidder.

1. Qualification Proposal Review: A selection committee shall review Proposals for compliance with minimum requirements, format adherence, and quality of responses and team experience with similar projects. A score from one to ten is assigned to each category, one as the highest. The bidder's qualification final score is an average of all categories submitted by each reviewer.
2. Fee Proposal Review: A Bidder's fee proposal will be ranked against all the Bidders who have submitted a Proposal. The Bidder with the lowest overall fee proposal will be ranked No.1 and so on, until all Bidders have been assigned a ranking.
3. Qualification and fee rankings: Are evaluated to arrive at a list of up to four top ranked firms representing the most responsible, responsive and qualified bidders. The selection committee may, or may not, choose to interview all the firms. The City of New London reserves its right to do so, if it is deemed in its best interest.
4. Final Selection: The selection committee will collectively evaluate qualifications of the four finalist firms for proposal, fee and overall best qualified relative to the project at hand.

The City of New London nor any of their respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the selection, non-selection or rejection of any Proposal.

6. GENERAL TERMS AND CONDITIONS

By submitting a Proposal a Bidder is hereby deemed to have accepted and agreed to comply with all the terms and conditions of this RFQ/P, including, without limitation, the following:

1. Acceptance or Rejection by the City of New London – we reserve the right to accept and/or reject any or all Proposals submitted for consideration to serve the best interests of the City of New London.
2. Ownership of Documents – All documents submitted in response to this RFQ/P are to be the sole property of the City of New London.

3. Ownership of Subsequent Products – Any product, whether acceptable or unacceptable, developed under a Contract awarded as a result of this RFQ/P is to be the sole property of the City of New London unless stated otherwise in the RFQ/P or the applicable Contract.
4. Timing and Sequence – Timing and sequence of events resulting from this RFQ/P will ultimately be determined by the City of New London.
5. Oral Agreements – There shall be no oral agreements or arrangements by and/or between a Bidder and the City of New London related to this RFQ/P.
6. Amending or Canceling Requests – the City of New London reserves the right to amend or cancel this RFQ/P prior to the due date and time, if it is in the best interest of the City of New London.
7. Rejection for Default or Misrepresentation – the City of New London reserves the right to reject a Bidder's Proposal if the Bidder is in default under any prior contract with the City of New London or has made misrepresentations in the Proposal.
8. Clerical Errors in Awards – the City of New London reserves the right to correct inaccurate awards of a Contract under this RFQ/P resulting from clerical errors.
9. Rejection of Proposals – Proposals will be rejected if they limit or modify any of the terms and conditions and/or specifications of this RFQ/P.
10. Changes to Proposals – No additions or changes to a Proposal will be allowed after submittal under this RFQ/P.
11. Contract Requirements – The Proposal of a Bidder awarded a contract under this RFQ/P will become part of the contract and may be amended/revised by the City of New London at its discretion.
12. Rights Reserved to the City of New London – the City of New London reserves the right to reject any and all Proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interests of the City of New London will be served.
13. Withdrawal of Submission – Negligence on the part of the Bidder in preparing the RFQ/P confers no right of withdrawal after the time fixed for the acceptance of the submission.
14. Assigning, Transferring of Agreement – The successful Bidder is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an awarded contract under this RFQ/P without the prior consent and approval in writing by the City of New London.
15. Cost of Proposal Preparation – the City of New London shall not be responsible for any expenses incurred by the Bidder in preparing and submitting a Proposal. A Proposal shall provide a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this RFQ/P. Emphasis should be on completeness and clarity of content.

7. EXHIBITS

EXHIBIT A: LIST OF QUALIFYING PROJECTS (within the last 5 years)

Firm Name _____

List the projects to comply with the requirements set forth in the section "Minimum Qualification Proposal Requirements":

Line No.	Project Title	State of CT Project # (if applicable)	Owner	Owner Point of Contact Name/Phone #	Project Budget	Month/Year Of Occupancy
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

EXHIBIT B – Fee Proposal

Firm Name _____

Commissioning Task	Fee
I. Design Phase	_____
II. Bid Phase	_____
III. Review of Construction Documents	_____
IV. Commissioning Plan	_____
V. Review Mechanical and Electrical Contractor's Submittals, Architects Envelope Submittals	_____
VI. Review Controls Software	_____
VII. Pre-functional Test Sheets, Development and Commissioning Log Books	_____
VIII. On-site Construction Observation/Meetings	_____
IX. Develop Functional Test Procedures Building Infrared Scan and Report	_____
X. Develop Commissioning Schedule	_____
XI. Preparation for Testing, Adjusting and Balancing Work	_____
XII. Perform Functional Test Procedures and Document Results	_____
XIII. Review Contractor's Operation and Maintenance (O&M) Manuals, Warranties and As-built Documentation	_____
XIV. Provide Operation's Staff Systems Training	_____
XV. Final Commissioning Report	_____
XVI. Warranty Period Review	_____
Total Fee	_____
Reimbursable Expenses (not to exceed)	_____

EXHIBIT C: Acceptance of Contract Terms

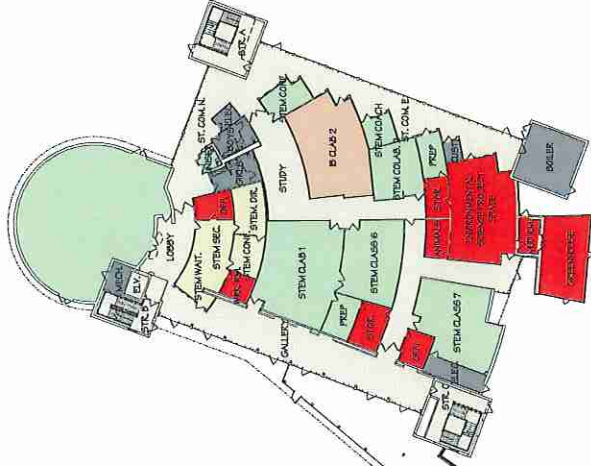
Insert Company Name as a condition of satisfying the minimum requirements of document entitled "Request for Qualifications and Proposal for Commissioning Services for New London High School – North Campus (095-0090 MAG/N) hereby accepts the terms and conditions of the contract included and attached to said document as Exhibits F and M, without exception.

Authorized Signature

Date

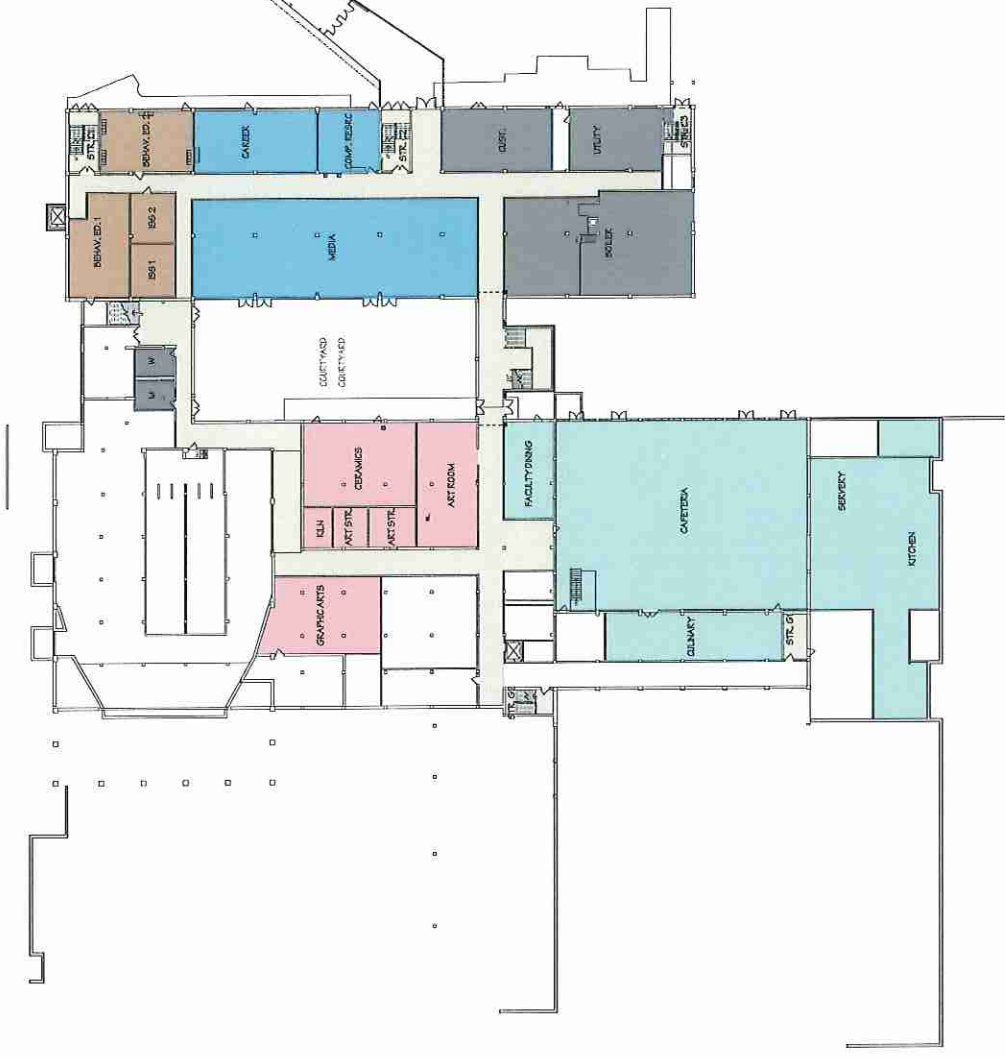
Title

Printed Name



Department Legend

- Visual Arts
- General - IB/DL
- General - STEM
- Faculty - STEM
- Administration
- Special Services / Special Education
- Media Center
- Food Service
- Building Support
- Building Circulation
- Not in Program

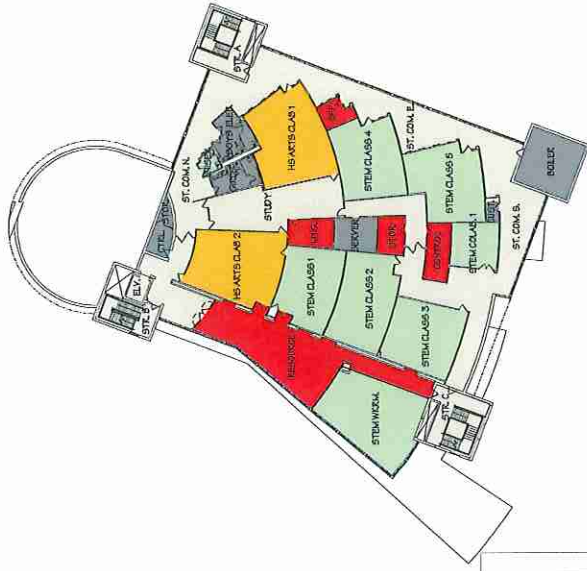


26 NOVEMBER 2018 15050

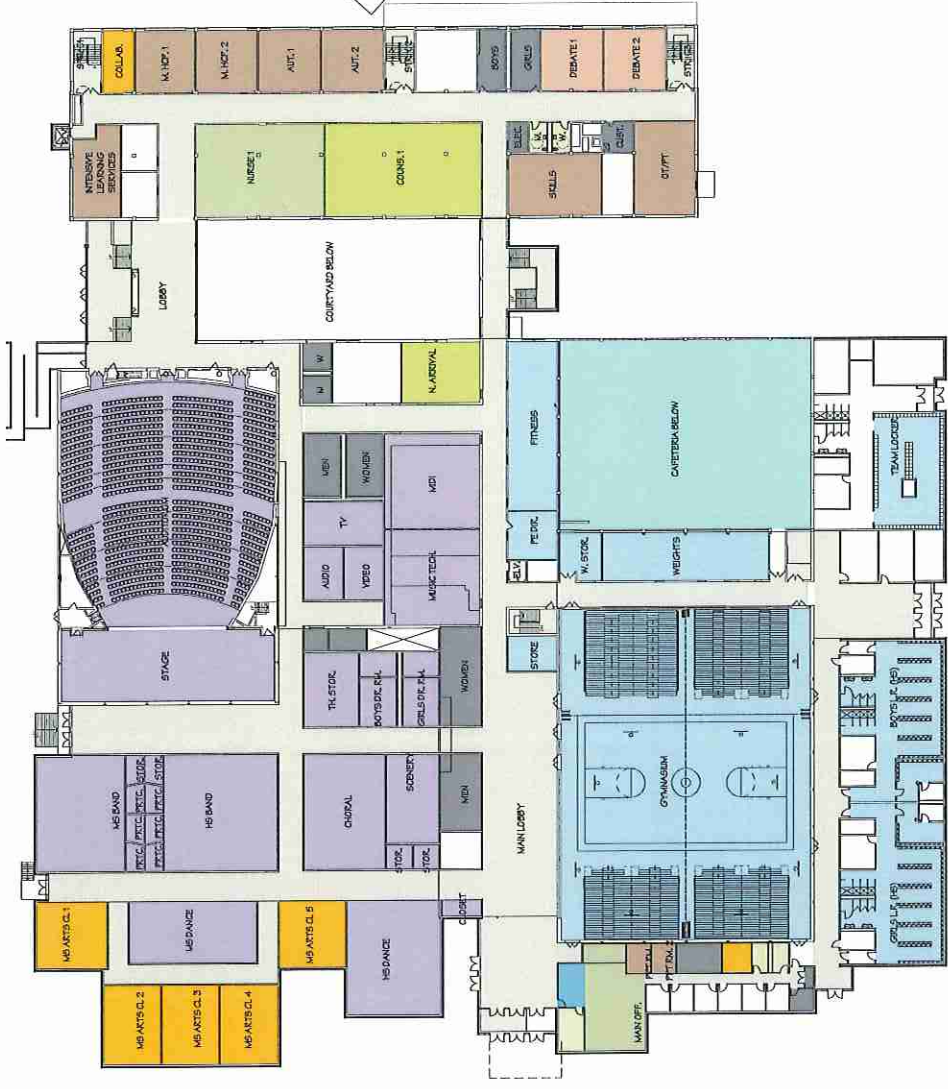
GROUND FLOOR

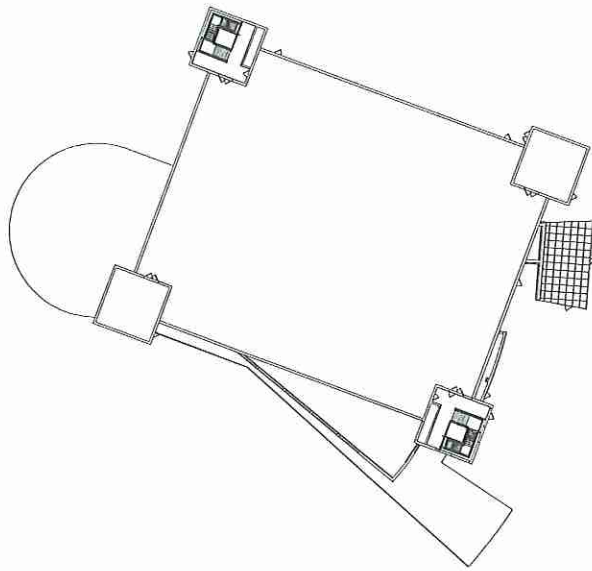
JEFFERSON AVE. & CHESTER ST. NEW LONDON, CT 06320

NEW LONDON HIGH SCHOOL

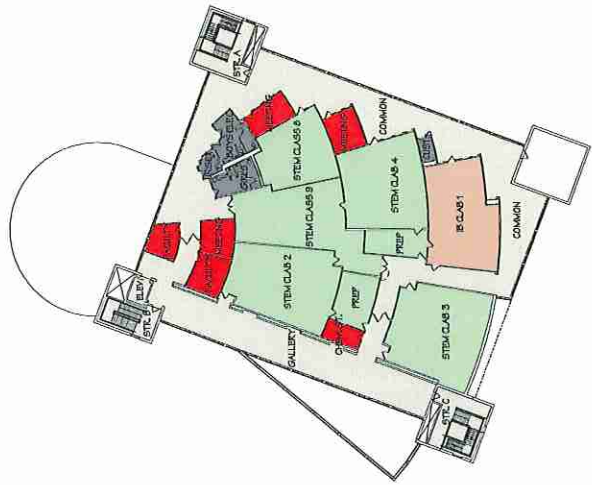
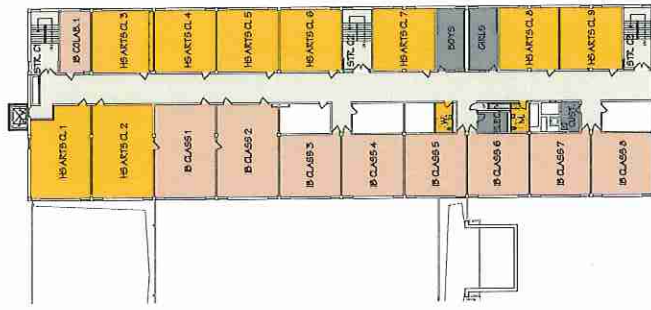


- Department Legend**
- General - Arts
 - Performance Arts
 - Faculty - Arts
 - General - STEM
 - Faculty - STEM
 - Administration
 - College & Career Counseling (Guidance) Suite
 - Special Services / Special Education
 - School Based Health Services
 - Physical Education & Athletics
 - Media Center
 - Auditorium
 - Food Service
 - Building Support
 - Building Circulation
 - Not in Program

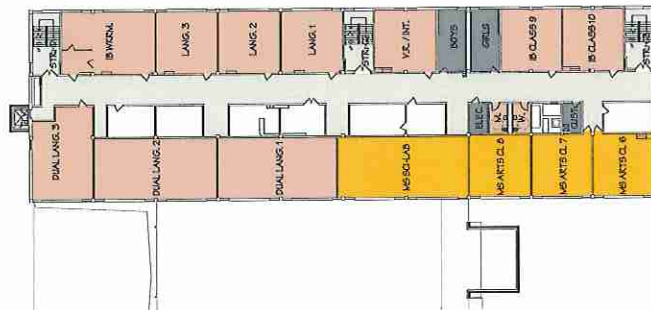


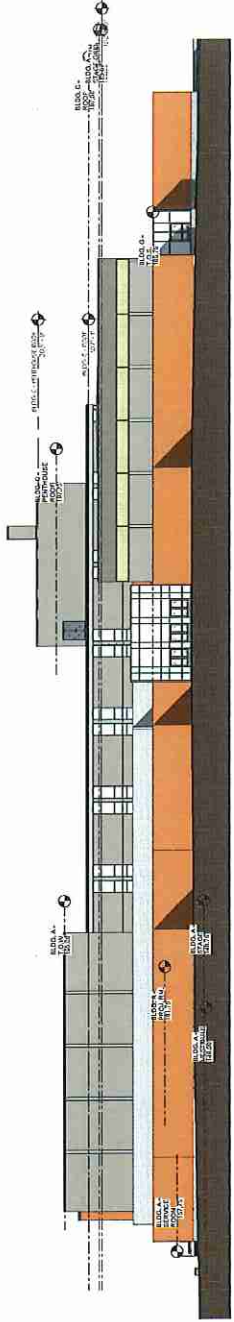


- Department Legend**
- General - Arts
 - Faculty - Arts
 - General - IBOL
 - Building Support
 - Building Circulation

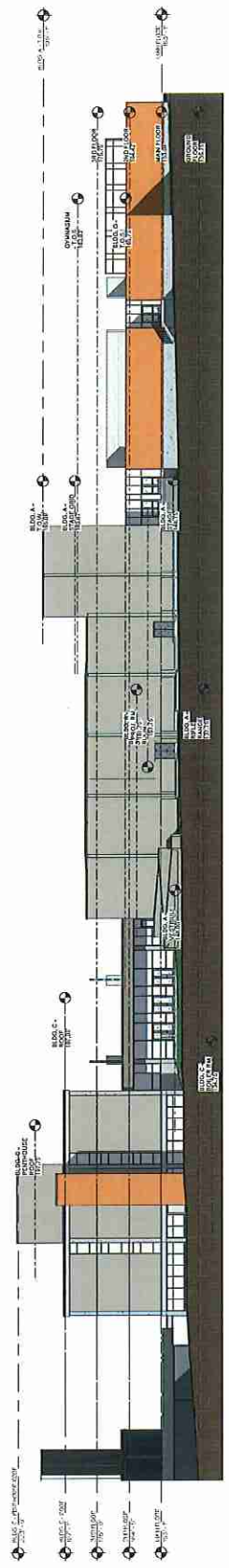


- Department Legend**
- General - Arts
 - General - IBOL
 - Faculty - IBOL
 - General - STEM
 - Building Support
 - Building Circulation
 - Not in Program

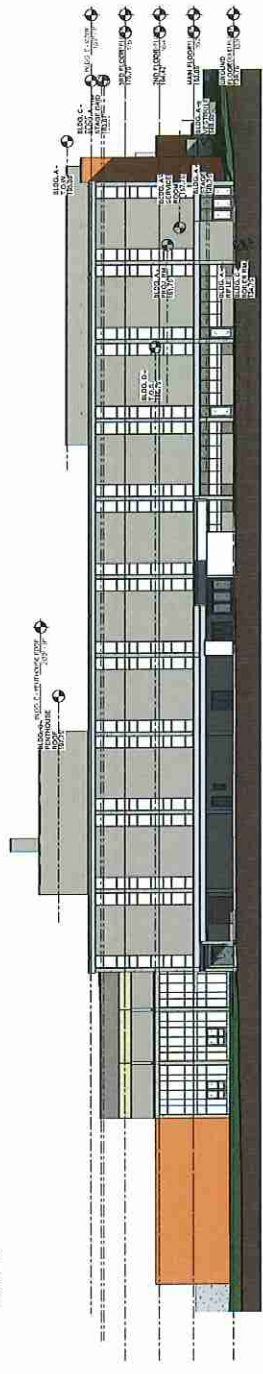




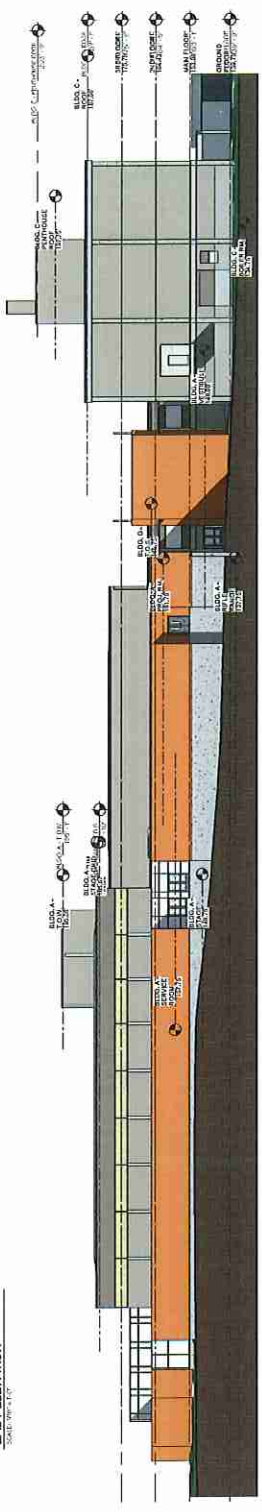
WEST ELEVATION
SCALE: 1/8" = 1'-0"



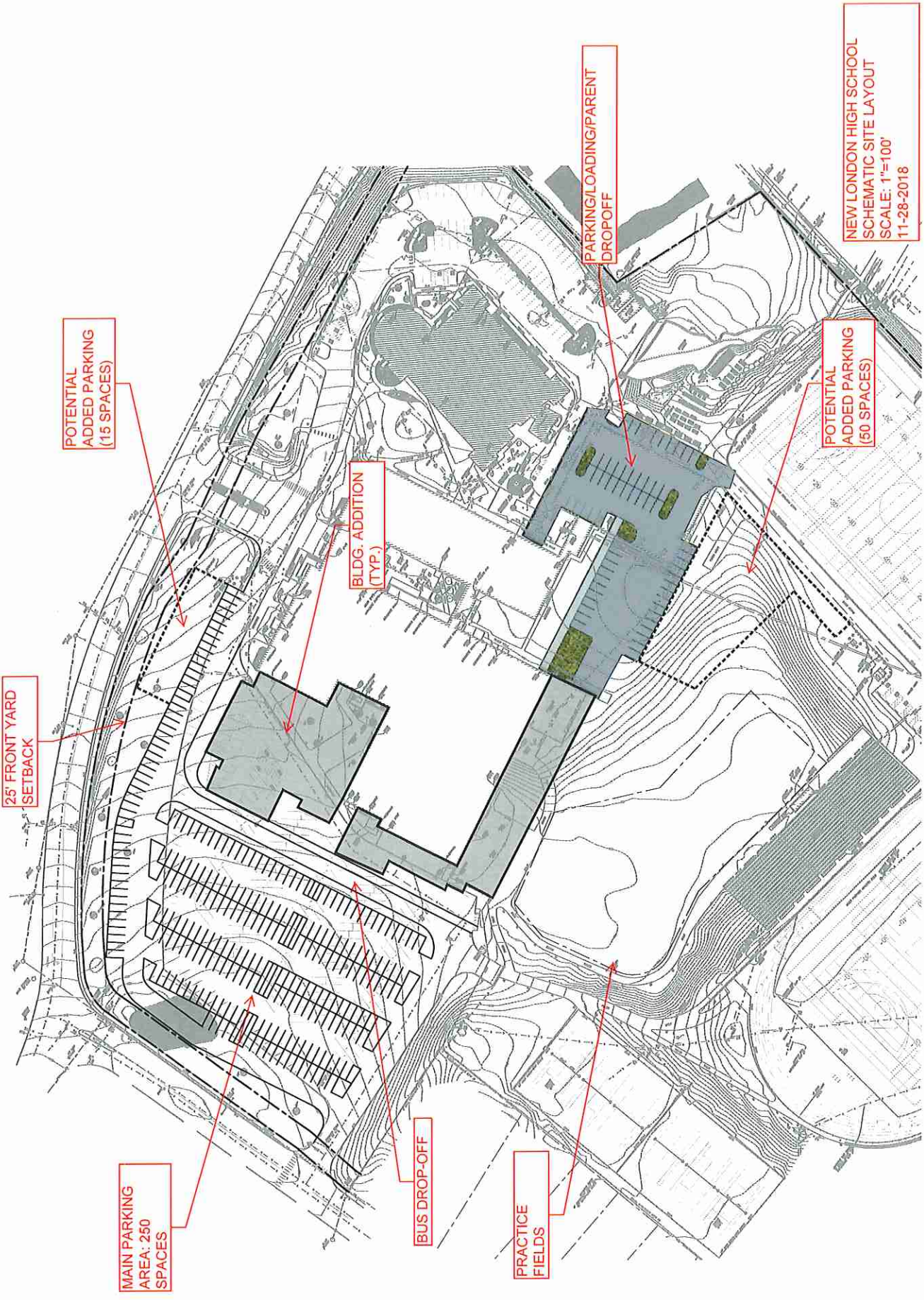
NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



POTENTIAL
ADDED PARKING
(15 SPACES)

25' FRONT YARD
SETBACK

BLDG. ADDITION
(TYP.)

POTENTIAL
ADDED PARKING
(50 SPACES)

PARKING/LOADING/PARENT
DROPOFF

MAIN PARKING
AREA: 250
SPACES

BUS DROP-OFF

PRACTICE
FIELDS

NEW LONDON HIGH SCHOOL
SCHEMATIC SITE LAYOUT
SCALE: 1"=100'
11-28-2018



**DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
Office of School Construction Grants & Review (OSCG&R)**

**HIGH PERFORMANCE SCHOOL CONSTRUCTION BULLETIN
FORM SCG-3048**

This form was revised on 6/20/17

Section 16a-38k of the Connecticut General Statutes require that the construction of (1) a State agency facility projected to cost five million dollars or more and for which all budgeted bond funds are allocated by the State Bond Commission on or after 1/1/09; (2) renovation of a State agency facility projected to cost two million dollars or more and utilizing two million dollars of state funds approved and funded after 1/1/08; (3) new construction of a facility projected to cost five million or more of which two million dollars or more is state funding and is authorized by the General Assembly pursuant to Chapter 173 ("Public School Building Projects") on or after 1/1/09; and (4) renovation of a public school facility as defined in subdivision (18) of section 10-282 that is projected to cost two million dollars or more of which two million dollars or more is state funding and is authorized by the General Assembly pursuant to chapter 173 on or after 1/1/2009 must comply with state regulations.

This law (and associated regulations) was prompted by the State Legislature and is currently under the auspices of the Department of Energy and Environmental Protection (DEEP) and Department of Administrative Services (DAS).

It is the responsibility of the municipality and the contracted project team to ensure compliance with the statutes and regulations, including the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings (Rev. September 2011)*, as well as other referenced documents. The regulations (16a-38k) and the *Compliance Manual* include information to assist in determining what is required, who has to take a particular action, and when. The Office of School Construction Grants & Review (OSCG&R) requires the project teams to research the requirements in order to better understand and implement them.

DISCUSSION

- All new school building projects authorized on or after January 1, 2009 (meeting specified project cost benchmarks) shall be designed to the new High Performance Standards following the required formal process, as indicated in the *regulations of C.G.S. Section 16a-38k (1 through 9) and the Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings*. The benchmarks also apply to the new construction of building additions.
- Many of the performance strategy points cannot be obtained until after construction is completed, or the building is occupied. Utilizing the DAS/DEEP process of the regulations does not require an independent organization certification, and as such the process should be less problematic for tracking/record-keeping.
- The *Compliance Checklist-Schools* (at the end of the *Compliance Manual*) shall accompany the second and third reports required by Section 16a-38k-8. The Checklist shall be (at a minimum) expanded to clearly outline the strategy approach, the responsible parties, and the specific documents where the strategy is best exemplified (specification sections and drawing sheet numbers). If LEED or NE-CHPS is pursued as the alternative strategy, the *Compliance Checklist-Schools* shall be accompanied by the appropriate checklists, expanded as previously described. If LEED is utilized as the alternative strategy, OSF recommends the use of *LEED for Schools*.

The following is a summary of the regulations applicable to state-funded school building projects.

16a-38k-1 Definitions (applicable to all sections of the regulations)

16a-38k-2 Applicability (projects authorized on or after January 1, 2009)

- (a) **(Applicable to the Division of Construction Services projects only)**
- (b) **(Applicable to the Division of Construction Services projects only)**
- (c) New School construction - \$5 million w/ \$2 million state funding
- (d) Renovation (CGS 10-282) - \$2 million w/ \$2 million state funding

16a-38k-3 Mandatory Building Project Requirements - Twelve (12) mandatory standards

- (a) Commissioning
- (b) Integrated Design Process
- (c) Energy Performance equal to current Building Code requirements
- (d) Energy Star products
- (e) Project Manager-Facilitator (Owner's Rep.) to develop Indoor Air Quality management plan
- (f) Use low-flow fixtures to consume 20% less water than base level calculations
- (g) Recycle area
- (h) Erosion and Sediment control
- (i) No Smoking in building
- (j) Integrated Pest Management Plan
- (k) No CFC-based refrigerants
- (l) Building ventilation to meet ASHRAE 62.1 or Building Code (more stringent)

16a-38k-5 Additional Mandatory Building Project Requirements for Schools - Six (6) additional mandatory requirements

- (a) Acoustical Standards as required per CGS 10-285g
- (b) Outside air intakes at least 25 feet from hazards (chimneys, vents, cooling towers, parking lots, etc.)
- (c) Only electronic ignition on gas-fired appliances (no pilot lights)
- (d) Low VOCs certification of materials (adhesives, paints, carpet, ceilings, etc.)
- (e) Perform Phase I environmental site assessment (per ASTM #E1527) and subsequent actions as required.
- (f) HEPA vacuum prior to occupancy

16a-38k-6 Building Standard Strategies - Minimum of 28 of the 59 optional strategies

- (a) Energy Efficiency & Renewable Energy
- (b) Indoor environment
- (c) Water efficiency
- (d) Recycling, Reuse, and Sustainability
- (e) Site Selection and Development
- (f) Operations and Procedures/Innovation

16a-38k-7 Alternative Strategies

Permits *LEED for Schools* silver rating or *NE-CHPS* rating system/certification
But also incorporates the requirements of 16a-38k-3, 16a-38k-5, 16a-38k-8, and 16a-38k-9.

16a-38k-8(b) Reporting Requirements (to DAS)

1. Report after award of design contract (prior to PREP meeting) from design team to the Commissioner of the DAS
 - a. Project time-lines
 - b. Project Design Team List (names, addresses, phone, fax, e-mail) at minimum architect, mechanical engineer, electrical engineer, civil engineer, commissioning agent, the project manager-facilitator (owner's rep.), and representatives of the municipality.
 - c. Letter of Understanding of the requirements of the regulations
2. Report upon completion of design development from Project-Manager Facilitator (Owner's Rep.), signed by municipality (Building Committee Chairperson) to DAS Commissioner prior to PCR meeting.
 - a. Details of compliance with section 16a-38k-3 and 16a-38k-5 of the regulations
 - b. Document which of the 28 strategies are planned for implementation **or** the Alternative Strategy utilized pursuant to section 16a-38k-7
 - c. Document how team intends to meet the alternative paths to compliance
3. Report at completion of the construction documents (no later than BSF PCT meeting) prepared design team, provided to project-manager facilitator to submit to DAS Commissioner
 - a. Include energy modeling (**summary** of data input and data output and resulting performance)
 - b. Cost differentials and operational savings

The *Compliance Checklist-Schools* shall be expanded to (at a minimum) clearly outline the strategy approach, the responsible parties, and the specific documents where the strategy is best exemplified (specification sections and drawing sheet numbers) as a way to more clearly demonstrate compliance.

Page 2 of 3

4. Substitutions of any strategy (during construction process) requires written notification from project-manager facilitator to DAS Commissioner
 - a. Detail how substitution(s) will be in conformance to the project manual (efficiency goal).
5. Pre-Occupancy Commissioning report (for all projects) by commissioning agent and sealed by the professional engineer
 - a. Must indicate "this report certifies that the material contained herein is true and correct"
6. Report at Post-occupancy submitted within 180 days after one year occupancy (actual building performance report)

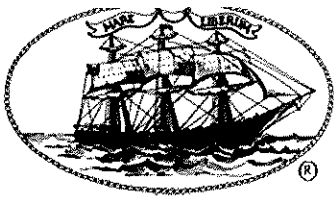
16a-38k-9 Exemptions

Any exemption to a previously approved performance strategy must be requested in writing to the DAS Commissioner. Similar to the requirements of 16a-38k-8(b) 3, regarding substitutions, written notification shall be from the Project-Manager Facilitator to DAS Commissioner requires a letter from the chief operating officer of the owner/municipality.

Report Preparation Guidance:

When preparing and submitting the various reports (pursuant to 16a-38k-8) to the DAS Commissioner:

1. Send to the **Commissioner of Administrative Services, Office of School Construction Grants & Review**, 450 Columbus Blvd., Hartford, CT 06103.
2. The **Cover letters** shall be authored by the appropriate parties, and include the project title and Office of School Construction Grants & Review Project Number.
3. **Reports** should be brief and identify what stage of the process the report corresponds to.
4. Submit only a **summary** of the **energy modeling**, with the anticipated performance level (meet the current Building Code energy requirements).
5. Submit a completed **Compliance Checklist-Schools** (found at end of the *Connecticut Building Standard Guidelines Compliance Manual for High Performance Buildings, September 2011*).



City of New London

Department of Finance-Purchasing Agent

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

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions

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

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

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

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

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are "doing business as"; Individual – must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

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

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

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

Award

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

Other Requirements

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

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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

Contract

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

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

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

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

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

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

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

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

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

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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

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

Delivery

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

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

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

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Qualifications/Proposals (RFQP) and Contract Terms and Conditions (con't)

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

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 _____)
) ss.
County of _____)

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

- (1) He is _____ of _____ herein referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in New London, Connecticut;
- (3) Such Subcontractor's Proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractors nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant.
- (6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

Statement of Bidder's Qualifications

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

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

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

8. General character of work performed by your company _____

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

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

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

12. List your major equipment available for this Contract _____

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

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

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

16. Credit available \$ _____

17. Give Bank reference _____

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

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

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

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

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

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____

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

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

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

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

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes () No () If answer is yes, identify the most recent contract.
2. Compliance reports were required to be filed in connection with such contract or subcontract
Yes () No () If answer is yes, identify the most recent contract.
3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
Yes () No () Not Required ()
4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: _____

By: _____

Official Address: _____

Title: _____

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this *xx* day of *Month, 2018*, 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, 2018* and the completion date of this Contract shall be *Month/Day, 2018*.
3. **Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (*written amount*) (*\$dollar amount*).

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

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

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

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

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

5. **Obligations And Liability Of The Contractor:** The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the City, and at the prices herein agreed upon therefor.

All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the Work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation,

whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Insurance: The Contractor shall procure and maintain insurance of the types specified below, and to the limits for this insurance specified in the Standard Bid and Contract Terms and Conditions and the City of New London Code of Ordinances, Article IV., Section 2-71. All insurance shall be obtained from companies satisfactory to the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Obligations in Event of Termination:

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

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

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

Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

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

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

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

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

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

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

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

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e, and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor as they relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to

employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the Connecticut General Statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(c) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated, or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

D. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated, or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

E. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the contract may be canceled, terminated, or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. Executive Order No. Sixteen is attached hereto and made a part hereof. The parties agree to comply with such executive order. In addition, the contractor agrees to include a copy of Executive Order No. Sixteen, and the requirement to comply with said executive order, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

F. This contract is subject to the provisions of the City of New London Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the City in the event that the contractor, its employees, contractors, subcontractors, consultants, sub-consultants, or vendors engages in behavior prohibited by the provisions of the Policy (a copy of the Policy is attached hereto). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, sub-consultants, and vendors.

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be

extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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

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

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

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

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

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

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____