



## City of New London

Department of Finance-Purchasing Agent

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

### Invitation for Bids

*Specifications and Bid Documents Attached*

**Bid No.: 2018-03**

**Opening Date and Time: January 31, 2018 @ 2pm**

**Title: Bank St. Improvements**

#### Special Instructions:

1. Bid prices will remain firm for 90 days after bid opening.
2. All questions or inquiries must be submitted at least 5 days before the bid opening.
3. Mandatory site visit January 9, 2018 @ 8:00am starting at the Stanton Building, 111 Union St
4. Questions from the Site Visit must be received by January 16, 2018. All questions should be directed to:

Brian Sear  
Director of Public Works  
111 Union Street  
New London, CT 06320  
[bsear@ci.new-london.ct.us](mailto:bsear@ci.new-london.ct.us)  
Phone: (860) 440-6646

Thomas Quintin  
Engineering Technician  
111 Union Street  
New London, CT 06320  
[tquintin@ci.new-london.ct.us](mailto:tquintin@ci.new-london.ct.us)  
Phone: (860) 447-5241

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

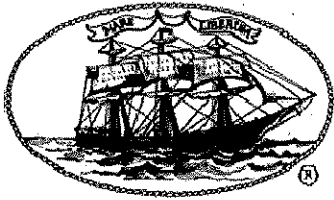
Sealed Bid No.: 2018-03

Not to be opened until January 31, 2018 @ 2pm

#### Return Bid to:

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

Bids will not be accepted after the Bid Opening Date and Time indicated above.



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### PLEASE RETURN THIS FORM IMMEDIATELY

#### Acknowledgement: Invitation for Bid

Bid No.: 2018-03

Bank St. Improvements

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 11, 2017

Date documents received: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a response? Yes \_\_\_\_\_ No \_\_\_\_\_

Print or type the following information:

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed or e-mailed acknowledgements are requested.**

**Fax No.: (860)447-5297**

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

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



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

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

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

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

#### Submission of Bids

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



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

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

### Guaranty or Surety

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

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

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

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

### Award

12. Award of this contract will be made to the lowest responsible, qualified 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 contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction.

State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended. (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806).

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

14. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible bidder if its bid is within fifteen percent (15%) of the low bidder and it is willing to accept the award at the low bid price. Any bidder claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
15. 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.
16. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

### **Other Requirements**

17. The City has an employment preference goal that jobs be offered to local residents 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 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.
18. 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**

19. The existence of a contract shall be determined in accordance with the requirements set forth above.
20. 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.
21. 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.
22. 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.
23. 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:

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

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

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

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

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

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

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

The CITY requires that these aggregate limits be maintained by the CONTRACTOR as required. It is the responsibility of the CONTRACTOR 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 approved subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the Contractor or subcontractor coming onto the work site.

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

24. 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**

25. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

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

26. 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.
27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
28. 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**

29. 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**

30. 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**

31. 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.
32. 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.
33. 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.
34. 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.

## **Section II**

### **CITY OF NEW LONDON, CT** **PUBLIC WORKS DEPARTMENT**

#### **GENERAL CONDITIONS AND SPECIFICATIONS**

#### **INVITATION FOR BIDS FOR BANK ST. IMPROVEMENTS**



## 1.0 **INTRODUCTION**

- 1.1 The City of New London Public Works Department is requesting bids from qualified contractors in good standing for proposed improvements to Bank St., in the City of New London.
- 1.2 Contractors are required to comply with the instructions contained within these General Conditions and Specifications and to provide information where requested.

## 2.0 **KEY EVENT DATES**

- 2.1 Request for Bids Advertised December 11, 2017
- 2.2 Questions Due by January 16, 2018
- 2.3 Bid Opening January 31, 2018 @ 2:00pm  
Purchasing Department, 13 Masonic Street

## 3.0 **BID FORMS AND SUBMISSION INSTRUCTIONS**

- 3.1 Ditto marks are not considered writing; shall not be used; and can be reason for non-acceptance of a bid.
- 3.2 All bids must be submitted in a sealed envelope, clearly marked "BANK ST. IMPROVEMENTS" and received in the Purchasing Department office by the time of the bid opening defined in section 2.3 above. Bids, corrections and/or modifications received after the time City officials open the first bid, will not be accepted.
- 3.3 The bid form must be signed by an authorized agent of the submitting company.
- 3.4 All information submitted, must be in ink or typewritten. Mistakes may be crossed out and corrections inserted. The person signing the bid form must initial such corrections.
- 3.5 At the time of bid form submission, Contractors shall be presumed to have read, and be thoroughly familiar with all specifications in this document. Failure of any Contractor to receive or examine any form, instruction or document, shall not relieve any Contractor from obligations with respect to their bid.
- 3.6 The specifications listed are to be interpreted as meaning those acceptable to the City of New London. Substitutions that are "an approved equal," will be considered.
- 3.7 The completed bid package shall be in conformance with all other requirements as stated herein.

## 4.0 **MISCELLANEOUS**

- 4.1 The City of New London is exempt from Connecticut Sales and Use Taxes and Federal Excise Taxes. Contractors shall avail themselves of these exemptions.

- 4.2 The City of New London reserves the right to accept any, all or any part of bids, to waive any informalities, to take into account the residency and business location of bidders within the City of New London, and to award the bid deemed by the City of New London to be in its best interest. The lowest price shall not be the sole determining factor when awarding the contract for the proposed work.
- 4.3 The bid price(s) on the submitted bid form shall be held firm from the date of submission through December 31, 2018.
- 4.4 Completion shall be determined by the City of New London, through an authorized representative.
- 4.5 Successful Contractor shall obtain all Local, State and Federal permits, as deemed necessary.
- 4.6 General questions concerning these General Conditions and Specifications shall be directed to:

Dedra Aker  
Purchasing Agent / Accountant  
13 Masonic Street  
New London, CT 06320  
daker@ci.new-london.ct.us  
Phone: (860) 447-5215

## 5.0 **SPECIFICATIONS**

### 5.1 General

This Bid Specification pertains to the Contractor's requirements for complete renovation and refurbishment of the portion of Bank St. from Sparyard St to State St. The Contractor shall furnish all labor, material and equipment to perform the work.

### 5.2 Scope of Project

The scope of work for this project is generally as follows:

Install ADA ramps at Blinman St., Sparyard St., Tilley St., South Water St., Pearl St., Golden St. and State St.; reset curbing and install sidewalk along Bank St. at Golden St. intersection; install sidewalk along Bank St. at Pearl St. intersection; Mill portion of Bank St. from Sparyard St. to State St.; adjust any manholes before installing new pavement; install Class II bituminous concrete to milled street; install stamped brick asphalt for installation of pedestrian crosswalks at Blinman St., Sparyard St., Tilley St., South Water St., Pearl St., Golden St. and State St.; Re-stripe Bank St. with parking on both sides 8ft wide x 20ft long stalls; Re-stripe 4ft wide buffer zone; Re-stripe island at Tilley St.; add traffic arrows and bicycle sharrow markings; install No left Turn, Right Turn Only and Do Not Enter Signage at the DB Mart driveway apron entrance.

### 5.3 Description

The work shall consist of the reconstruction for a portion Bank St. improvements as described in Sections 5.4 through 5.12.

### 5.4 Site Preparation/Site Removals

Work under this section shall include, but not limited to the following:

1. Setting traffic control signage, detours and providing barriers as required for Bank St. work.
2. Protect all existing structures, utilities and work of any kind against damage or interruption of service. Damage or interruption of service shall be repaired or restored promptly by or at the expense of the Contractor.
3. Dispose of waste materials.

Contact "Call Before You Dig" (800-922-4455) prior to commencing work.

The Contractor shall furnish signs, lights, barricades and other equipment as necessary for the safe operation of their work.

The Contractor shall provide and maintain warning and detour signs at intersections and along detour routes, directing traffic around work areas.

Barricades and obstructions shall be illuminated at night and all lights shall be kept illuminated from sunset to sunrise.

All construction staging shall be removed upon completion of the project.

Any road closures shall be coordinated with the New London Police Department 48 hours prior to road closure to schedule an Officer(s) and patrol vehicle(s) at (860)442-4444.

Coordination/notification to Bank St. businesses in the affect work zone is required prior start of work. Impact to businesses, patrons and residences shall be as least intrusive as possible. Letters/notifications to Bank St. Businesses shall be delivered to the Businesses Owners and Residences on Bank St. by the Contractor.

The Contractor shall be responsible for and damages to structures and facilities that are to remain. He shall repair any damages to the satisfaction of the City of New London at no additional cost.

The Contractor shall clean up and remove debris resulting from demolitions as the work progresses. Debris shall become the property of the Contractor who is responsible for proper disposal. No demolition material shall be left on the site after the completion of the project.

The work shall be laid out to true lines and grades. Surveying of lines and grades and staking shall be performed by the Contractor.

The Contractor shall secure proper written authorization for any change in scope of work prior to performing the work.

## 5.5 Erosion Control

Work under this section includes all work necessary or may be required to prevent environmental damage and or pollution to sensitive areas during construction operations.

Install sediment and erosion controls around catch basins along the work portion of Bank St.

Provide sedimentation traps and filter fabric to catch basins. The exact location of erosion barriers will be determined in the field as work progresses. Barriers shall be checked after every storm and

at regular weekly intervals. The Contractor shall promptly remove any sedimentation buildup over 6 inches in depth as it accumulates.

#### 5.6 Installation of ADA Ramps

The work under this section shall include excavation of the area for the ADA Ramps, installing processed base, installing wire mesh reinforcing, installation of concrete, expansion joint material and finish.

A total of 12 single detectable pad ADA Ramps and 5 double detectable pad ADA Ramps to be installed in this project.

Excavate area for ADA Ramp and install 6" of compacted processed aggregate base.

Match new ADA Ramp sidewalk transition to existing sidewalk.

Install forms so that the finished sidewalk is flush with the existing sidewalk edge and curbing.

The ADA Ramp shall be 5" thick Class C concrete (3,000 PSI).

1/2" thick expansion joint material shall be installed between the existing sidewalk edge.

The 6" x 6" welded wire mesh reinforcing shall be installed 1-1/2" above the 6" compacted aggregate base.

The 1/4" tooled joint shall be scored to a depth of 3/8"

The surface area of the ADA Ramp shall have a stiff broom finish.

Detectable Pad shall be grey, measuring a standard 2 ft. x 4 ft. No surface gluing of the pad to the concrete pad will be allowed. All pads are to be attached with the proper hardware. Place edge of pad 6 inches from the edge of the road.

All ADA Ramps have a maximum slope of 12:1.

Remove forms (24hrs min.).

#### 5.7 Sidewalk Installation

The work under this section shall consist of excavating the area for the sidewalk, installing processed base, installing wire mesh reinforcing, installation of concrete, expansion joint material and finish.

A total of approximately 1,050 SF of new sidewalks are to be installed by this project.

Excavate area for sidewalk and install 6" of compacted processed aggregate base.

Match new sidewalk to existing sidewalk width.

Install forms so that the finished sidewalk is flush with the existing sidewalk edge and curbing.

The concrete sidewalk shall be 5" thick Class C concrete (3,000 PSI).

1/2" thick expansion joint material shall be installed between the existing sidewalk edge and at 15 Ft intervals.

The 6" x 6" welded wire mesh reinforcing shall be installed 1-1/2" above the 6" compacted aggregate base.

1/2" metal dowels by 18" long are to be inserted every 30 Ft. At the end of the daily pour of concrete, metal dowels are to be inserted in the last slab for the extension of the sidewalk.

The 1/4" tooled joint shall be scored to a depth of 3/8"

The tooled joint shall be scored every 5 Ft.

The surface area of the sidewalk shall have a stiff broom finish.

Remove forms (24hrs min.).

#### 5.8 Milling Surface, Manhole Adjustments & Paving Surface

The work under this section shall consist of milling Bank St. from the intersection of Sparyard St. to the intersection of State St, adjusting any manholes to proper grade prior to installing new pavement and Class II asphalt surface compacted to 1-1/2" thk conforming to State of Connecticut DOT Specifications 816.

Mill the length of Bank St. (approx. 40ft wide x 1,737 long) between the intersections of Bank St and Sparyard St. and Bank St. and State St. so that the finished grade asphalt height to top of granite curb is approx. 6".

Paint all manhole edges with reflective markings if there is a delay in application of new pavement for motor vehicle operators to avoid tire damage traveling through Bank St.

Adjust manholes (if required) to proper finished grade height prior to installing new pavement.

To the milled street, install Class II asphalt surface compacted to 1-1/2" thk conforming to State of Connecticut DOT Specifications 816

The Contractor shall submit a copy of all truck weight slips of the bituminous concrete. Theoretical yield per State of Connecticut DOT specification 816 shall be used.

Paving to be completed using a laser paver to establish a slight crown in the approximate center of the road to pitch (3/8 in/ft) to the curbing.

The finished asphalt grade at the curbing edge shall depict approximately 6" reveal of the granite curbing.



Paving shall not be performed if rain is imminent.

5.9 Pedestrian Crosswalks in Stamped Asphalt

The work under this section shall consist of constructing Pedestrian Crosswalks in stamped asphalt 6 ft. wide brick color. The stamping shall be a brick stencil.

A total of approximately 3,204 SF of stamped asphalt crosswalks are to be installed by this project.

Installation of pedestrian crosswalks will be at Blinman St., Sparyard St., Tilley St., South Water St., Pearl St., Golden St. and State St.

The stamping stencil shall be brick style.

The asphalt must contain sufficient surface binder (asphalt cement) to allow a pliable surface when heated.

StreetHeat (registered trademark) Genuine Stamped Asphalt or equivalent shall be used.

Using a brick style template, stamp the pattern into the asphalt using a vibratory plate compactor. Stamping can be performed on freshly placed asphalt surface when asphalt is still pliable. An existing asphalt surface must be heated using a slow cycled infrared heat not to exceed 325 degrees F to a depth of at least 3/4" to ensure compaction below the stamping tool.

New asphalt shall be allowed to traffic for 30 days prior to coating. This allows the surface oils to be removed.

Broom surface. Scrape and blow fine sand and debris off surface. Use a non-solvent degreaser to remove any stains. Rinse & let dry for 24 hours.

Surface should be dry for at least 24 hours prior to applying Stamped Asphalt Coatings. 50 degrees F and above is the recommended air and surface temperature. The temperature of the asphalt must be 5 degrees above the dew point temperature during and after applying coating. Coating application must be complete at least two hours before sunset to allow for proper cure.

The required film thickness for the coating is as follows:

Prime Coat: 5 wet mils (1 dry mil)  
First Coat: 22 wet mils (15 dry mils)  
Second Coat: 22 wet mils (15 dry mils)  
Third Coat: 22 wet mils (15 dry mils)  
Fourth Coat: (if necessary) 22 wet mils (15 dry mils)

The dry time to re-coat at 50 degrees is 120 min., at 90 degrees is 30 min.  
Cure time to permit traffic at 50 degrees is 8-10 hours, at 90 degrees is 4-6 hours.

Mask all adjacent areas. Use duct taped on concrete and asphalt surfaces. Building paper extended a minimum of 48 inches beyond the edge of coated area is required to prevent overspray of coatings onto adjacent areas.

Coating products shall be packaged in standard closed containers clearly marked to indicate manufacturer's name, manufacture's batch number, color, quantity and date of manufacturer. Ensure color and batch number is consistent for the entire project.

#### 5.10 Re-Stripe Bank St.

The work under this section shall consist of installation of pavement markings with parking on both sides 8ft wide x 20ft long stalls, re-stripe 4ft wide buffer zone, re-stripe island at Tilley St., add traffic arrows and bicycle sharrows markings.

The length of the roadway to be restriped is approximately 1,737 ft long.

All pavement markings shall be an epoxy coating. The layout of the pavement markings are to be in accordance with the drawing.

The white epoxy pavement markings shall be 4" wide.

The yellow epoxy pavement markings shall be 4" wide.

The 4" white epoxy pavement markings for the parking stalls shall be 8 ft wide by 20ft long.

The white epoxy pavement markings for the Stop Bars shall be 12" wide.

The white epoxy pavement markings along the crosswalks shall be 15" wide.

The white epoxy pavement markings for the 4 ft wide buffer zone shall be installed in accordance with the drawing.

The island at Tilley St. shall be expanded with 4" white epoxy pavement markings to reduce the travel lanes to 11 ft.

Install white epoxy bicycle sharrows pavement markings at every decision point and at 200 ft intervals in accordance with the drawing.

Install white epoxy with reflective beads Left Turn Arrows (3) in accordance with the drawing.

Install white epoxy with reflective beads Right Turn Arrows (2) in accordance with the drawing.

Install white epoxy with reflective beads Left/Right Turn Arrows (2) in accordance with the drawing.

Install white epoxy with reflective beads Straight Arrows (3) in accordance with the drawing.

#### 5.11 Signage at DB Mart

The work under this section shall consist of installing Do Not Enter, No Left Turn and Right Turn Only signage along the sides of the DB Mart driveway apron.

Install (2) metal sign posts with breakaway bars along the sides of the DB Mart driveway apron as shown in the drawing.

Install Do Not Enter signage on each side of the of the driveway apron sign posts entering into the DB Mart from Bank St.

Install No Left Turn signage on the left side sign post of the driveway apron leaving DB Mart onto Bank St.

Install Right Turn Only signage on the right side sign post of the driveway apron leaving DB Mart onto Bank St.

#### 5.12 Clean Up

The work under this section shall consist of restoration of the areas that were disturbed during construction.

The area shall be left free of debris caused by this installation.

All construction staging (signs, lights, barricades and Contractor equipment) shall be removed upon completion of the project.

Remove soil erosion controls around catch basins.

Clean up all work areas and dispose of materials off site.

#### Bank St. Improvements

The Bank St. Improvements in New London, Ct. consists of: Installation of ADA Ramps, portions of sidewalk restoration, milling and paving a section of Bank St., installation of concrete Pedestrian Crosswalks, re-stripping portion of Bank St. and installing signage. The work to be performed is the following:

1. Install 12 single detectable pad ADA Ramps and 5 double detectable pad ADA Ramps. (See Section 5.6)
2. Construct sidewalk to existing sidewalk width. Sidewalk shall be flush with the existing sidewalk. (approx. 1,050 SF sidewalks) (See Section 5.7)
3. Mill the length of Bank St. (approx. 40ft wide x 1,737 long) between the intersections of Bank St and Sparyard St. and Bank St. and State St. so that the finished grade asphalt height to top of granite curb is approx. 6". (See Section 5.8)
4. Adjust manholes (if required) to proper finished grade height prior to installing new pavement. (See Section 5.8)
5. Install Class II asphalt surface to milled street compacted to 1-1/2"thk conforming to State of Connecticut DOT Specifications 816 so that the finished grade asphalt height to top of granite curb is approx. 6" (See Section 5.8)

6. Construct Pedestrian Crosswalks in stamped asphalt 6 ft. wide brick color. The stamping shall be a brick stencil. (approx. 3,204 SF) (See Section 5.9)
7. Re-stripe portion of Bank St. (roadway length approx. 1,737 ft.) Epoxy coating, parking on both sides 8ft wide x 20ft long stalls, re-stripe 4ft wide buffer zone, re-stripe island at Tilley St., add traffic arrows, lane markings and bicycle sharrow markings. (See Section 5.10)
8. Install signage: Do Not Enter, No Left Turn and Right Turn Only signage along the sides of the DB Mart driveway apron. (See Section 5.11)
9. Repair any and all disturbed areas. (See Section 5.12)

### END OF GENERAL CONDITIONS AND SPECIFICATIONS

## **BID FORMS**

Your response should only include an original and one (1) copy (unless otherwise indicated in the specifications) of all documents after this page.

Do not use 3-ring binders!





# City of New London

Department of Finance-Purchasing Agent

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

## Bid Proposal Form

Page 1 of 2

<b>Bid No.:</b> 2018-03	<b>Bid Opening Date:</b> January 31, 2018	<b>Bid Opening Time:</b> 2:00 P.M.	<b>Bid Surety:</b> 10%	<b>Date Issued:</b> December 11, 2017
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Project:


**Bank St Improvements**

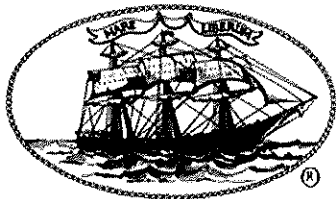
**REQUEST FOR PROPOSALS:** Pursuant to the provisions of Section 2-69 of the Code of Ordinances of the City of New London, sealed proposals will be received by the Purchasing Agent for the City of New London, at the address above for furnishing the commodities and/or services herein listed.

**IMPORTANT:** Both pages of this form must be completed, signed and returned by the proposer as part of the proposal package.

**NOTE:** Proposer means Individual/Sole Proprietor, Partnership or Corporation name.

### Section 1 of 3 – Proposer Information

<b>Complete</b> Company Name (Trade Name, Doing Business As)				SSN or FEIN	
Company Address	Street	City	State	Zip Code	
Contact Name (Typed or Printed)		Telephone Number (Include Toll-Free Numbers)		FAX Number	
Written Signature of Person Authorized to Sign Proposals on Behalf of the Above Named Company					Date Executed
 <b>SIGN HERE</b>					
Type or Print Name of Authorized Person			Title of Authorized Person		
Company's E-Mail Address			Company's Web Site		
Is Your Business a: <input type="checkbox"/> Proprietorship (Individual), <input type="checkbox"/> Partnership or <input type="checkbox"/> Corporation? (Type of Corporation - )					
Is Your Business <b>Currently</b> a State of Connecticut Certified Small Business? <input type="checkbox"/> Yes (Attach Certificate Copy to Bid) <input type="checkbox"/> No					
If your business is a <b>Partnership</b> , you must attach the names and titles of all partners to this bid when returned.					
If your business is a <b>Corporation</b> , in which State are you incorporated?					
Is your business reportable to the IRS? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, a 1099W/2 will be mailed to you at year end.					
<b>Remittance Information:</b> In this box indicate the Remittance Address of your business if different from 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

### Bid Proposal Form

Page 2 of 2

#### Section 2 of 3 Important Information for Proposers

##### **AFFIRMATION OF PROPOSER: The undersigned proposer affirms and declares:**

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the Standard Proposal and Contract Terms and Conditions of current issue and in effect on the date of bid issue. These Standard Proposal and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the City of New London within thirty (30) days from the date of proposal opening unless and earlier for acceptance is specified by the proposer the proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD PROPOSAL AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATIONS, PROPOSAL SCHEDULE AND SPECIAL PROPOSAL AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of thirty (30) days or an earlier date specified by the proposer in the proposal schedule, such award shall be conditioned on the proposer's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the City of New London at the prices bid therein.
4. Should the Purchasing Agent determine that the proposer has not completed Section 1 – Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this proposal.

#### Section 3 of 3 – Proposer Debarment and/or Suspension

Has the bidder, any company officials, or any subcontractor to the bidder, any of its company officials received any notices of debarment and/or suspension from contracting with the State of Connecticut, the federal government, any other state within the United States, any of its territories or any governmental entity?

☐ Yes ☐ No

If the above signed bidder, any company official or any subcontractor to the bidder **has** received notice of debarment and/or suspension from contracting with the State of Connecticut, the federal government or any governmental entity, said notices must be attached to this document when submitting this bid.

Number of notices attached \_\_\_\_\_

# CITY OF NEW LONDON, CONNECTICUT

## BID FORM

The following price quote is being submitted to the City of New London, Connecticut, for Bank St. Improvements, the cost of the project should include supplying all labor, material and equipment to perform the work as specified in **General Conditions & Bid Specifications, Bank St. Improvements, New London, Connecticut**

### Bank St. Improvements

1. Install 12 single detectable pad ADA Ramps and 5 double detectable pad ADA Ramps.
2. Construct sidewalk to existing sidewalk width. Sidewalk shall be flush with the existing sidewalk. (approx. 1,050 SF sidewalks)
3. Mill the length of Bank St. (approx. 40ft wide x 1,737 long) between the intersections of Bank St and Sparyard St. and Bank St. and State St. so that the finished grade asphalt height to top of granite curb is approx. 6".
4. Adjust manholes (if required) to proper finished grade height prior to installing new pavement.
5. Install Class II asphalt surface to milled street compacted to 1-1/2"thk conforming to State of Connecticut DOT Specifications 816 so that the finished grade asphalt height to top of granite curb is approx. 6".
6. Construct Pedestrian Crosswalks in stamped asphalt 6 ft. wide brick color. The stamping shall be a brick stencil. (approx. 3,204 SF)
7. Re-stripe portion of Bank St. (roadway length approx. 1,737 ft.) Epoxy coating, parking on both sides 8ft wide x 20ft long stalls, re-stripe 4ft wide buffer zone, re-stripe island at Tilley St., add traffic arrows, lane markings and bicycle sharrow markings.
8. Install signage: Do Not Enter, No Left Turn and Right Turn Only signage along the sides of the DB Mart driveway apron.
9. Repair any and all disturbed areas.

BID PRICE (Unit Price, complete) \$ \_\_\_\_\_

-----  
TOTAL BID PRICE (Unit Price, complete) \$ \_\_\_\_\_

Total Written Price: \_\_\_\_\_

The undersigned certifies that he/she has read and understood all of the provisions of the Specifications. Any exceptions to the Specifications are noted below and/or on a separate sheet of paper and made a part of this bid. The undersigned also certifies that this bid is being submitted without collusion with any individual or corporation and agrees, by virtue of submitting this bid, that if accepted by the City of New London, this forms a contractual obligation on the part of the bidder to provide the material as bid.

SIGNATURE: \_\_\_\_\_

FOR: \_\_\_\_\_  
(Bidder Name)

ADDRESS: \_\_\_\_\_

TOWN/CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Print Name & Title)

TEL NO. \_\_\_\_\_ FAX NO: \_\_\_\_\_  
(Area Code) (Area Code)

EMAIL: \_\_\_\_\_

(CHECK ONE)

No exceptions to the Specifications \_\_\_\_\_

Exceptions taken as noted below \_\_\_\_\_ or on separate sheet of paper \_\_\_\_\_

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES  
CONTRACT COMPLIANCE REGULATIONS  
NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in 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 Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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**INSTRUCTIONS AND OTHER INFORMATION**

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

**1) Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.



## 2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

## 3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

<p>Company Name Street Address City &amp; State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes ___ No ___          -Bidder is a minority business enterprise Yes ___ No ___          (If yes, check ownership category)          Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan          Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___          Female ___</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (If any)</p>	

### PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes ___ No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes ___ No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes ___ No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____</p>

## Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes\_\_ No\_\_

## PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

## PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

as Principal, and \_\_\_\_\_  
a corporation duly organized under the laws of the State of \_\_\_\_\_ as Surety are held and firmly  
bound unto the **City of New London, 181 State Street, New London, CT 06320**, hereinafter called the "Owner" in the  
sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum  
well and truly to be made, the said Principal and Surety, bind ourselves, our heirs, executors, administrators, successors,  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated \_\_\_\_\_ to

NOW THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the  
Owner in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Owner may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 200.

\_\_\_\_\_  
(Principal) (Seal)

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety) (Seal)

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

\_\_\_\_\_  
(Witness)



Attorney-in-Fact, State of \_\_\_\_\_, Power-of-Attorney for person signing for Surety  
Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_, of the Corporation named as Principal in the within bond; that \_\_\_\_\_  
\_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_  
\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and  
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing  
body.

\_\_\_\_\_ Affix  
Corporate Seal  
Title \_\_\_\_\_

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal

(hereinafter called Principal) and \_\_\_\_\_  
as Surety, (hereinafter called Surety) are held and firmly bound unto \_\_\_\_\_  
as Obligee (hereinafter called Owner), for the use and  
benefit of claimants as hereinbelow defined;  
in the amount of \_\_\_\_\_ Dollars (\$  
\_\_\_\_\_) for the payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a Contract with the  
owner for \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Owner or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety for any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this Bond in the name of the person suing, prosecute the same to a final judgment and have the execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, hereinafter  
called Contractor, and \_\_\_\_\_ as Surety, hereinafter called  
Surety, are held and firmly bound unto \_\_\_\_\_ as Obligee, hereinafter  
called Owner, in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for payment whereof Principal and  
Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by  
these presents.

WHEREAS, Contract has by written agreement dated \_\_\_\_\_ entered into a Contract  
with Owner for \_\_\_\_\_

\_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said  
Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall  
certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or  
wages customary or then prevailing for the same trade or occupation in Connecticut, then this obligation shall be null and  
void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed  
Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions, by another Contractor  
acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- (2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms  
and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder,  
arrange for a Contract as work progresses (even though there should be a default or a succession of  
defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to  
pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs  
and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph  
hereof. The terms "balance of the contract price", as used in this paragraph, shall mean the total amount  
payable by the Owner to the Contractor under the Contract and any amendments thereto, less the  
amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from  
the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named  
herein or the heirs, executors, administrators and successors of the Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed in writing by the parties to this Bond.

Attest:

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By

\_\_\_\_\_  
(Corporate Surety)

Attest:

\_\_\_\_\_  
(Business Address)

Affix  
Corporate  
Seal

By

Countersigned  
by \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_, Power-of- Attorney for person signing for  
Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_ certify that I am the \_\_\_\_\_  
\_\_\_\_\_, of the Corporation named as Principal in the within bond; that \_\_\_\_\_  
\_\_\_\_\_ who signed the said bond on behalf of the Principal was then the \_\_\_\_\_  
\_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and  
that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing  
body.

Affix  
Corporate  
Seal

Title \_\_\_\_\_

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 Bid 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 Bid 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 Bid 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 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 \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_

## **SECTION IV**

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

Bid No. 2018-03

### **CONTRACT FORMS**

Following are the City of New London's standard Contract Forms for the type of work covered by this Request for Bid. It will be assumed that all bidders are familiar with these forms and are prepared to sign them should they be the successful bidder.

## CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this \_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (legal name and address), 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 services, 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. (Attachments must be specifically labeled; for example, "Attachment A, consisting of \_\_\_\_\_ pages, attached hereto and made a part hereof," and be initialed by authorized representatives of both parties.) Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.

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

3. **Contract Price:** 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 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 had 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 or 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 acclaims 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 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 \_\_\_\_\_