



City of New London

Department of Finance-Purchasing Agent

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

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2022-01

Opening Date and Time: September 1, 2021 @ 2:00 P.M.

Title: Shaw's Cove Bulkhead Repairs of the Metal Retaining Wall

Special Instructions:

1. There will be a **MANDATORY** site visit on August 17, 2021 at 10:00 A.M. Participants will meet at 111 Union St., New London, CT 06320 at 9:30 A.M.
2. All questions should be directed to Brian Sear by email at bsear@newlondonct.org and Thomas Quintin at tquintin@newlondonct.org no later than August 24, 2021 by 4:00 P.M. Please copy Joshua Montague at jmontague@newlondonct.org on all inquiries.
3. All bids shall contain one hard copy stamped **ORIGINAL** along with one copy stamped **COPY**.

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

[envelope](#): Sealed Proposal No.: 2022-01

Not to be opened until September 1, 2021 at 2:00PM

Return Bid to:

Joshua Montague; Accounting/Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposals shall not be accepted after the Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Bid No.: 2022-01

Shaw's Cove Bulkhead Repairs of the Metal Retaining Wall

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: August 5, 2021

Date documents received: _____/_____/_____

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

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

Received by: _____

Note: Faxed or e-mailed acknowledgments are requested.

Fax No.: (860)447-5297

E-mail: jmontague@newlondonct.org

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

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

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

Submission of Bids

1. Bids must be submitted on forms supplied by the City of New London. Telephone, facsimile or e-mail bids will not be accepted in response to an Invitation for Bids. An original and one (1) copy of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time bids are to be opened are given in each Invitation for Bids issued. Bids received after the specified date and time of the bid opening given in each Invitation for Bids will not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the bid opening. The name and address of the bidder should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the bid Amendments to bids received by the Purchasing Agent after the date and time specified for the bid opening shall not be considered. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids for the bidder shall sign all bids. Unsigned bids shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation for Bids.
5. Alternate bids will not be considered. An alternate bid is defined as one that is submitted in addition to the bidder's primary response to the Invitation for Bids.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Invitation for Bids and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the bid prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

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

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

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

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

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

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

Award

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

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.
17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$1,000,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

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

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

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

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

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

Pollution Liability- One million dollars (\$1,000,000) each occurrence.

Protection and Indemnity- One million dollars (\$1,000,000) each occurrence.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of bid. EL Each Accident \$500,000; EL Disease Each Employee \$500,000; EL Disease Policy Limit \$500,000

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by City of New London.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New London prior to contract issuance. Should any of the above-described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City.

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

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

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

Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of New London as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The Additional Insured Endorsement shall be written on ISO Form 2010 and 2037 or its equivalent and shall include coverage for Products/Completed Operations after the work is complete.

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

Delivery

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

Saving Clause

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

Advertising

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

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Section II

CITY OF NEW LONDON, CT
PUBLIC WORKS DEPARTMENT

GENERAL CONDITIONS AND SPECIFICATIONS

REQUEST FOR PROPOSALS FOR
CONTRACTOR SERVICES FOR THE SHAW'S COVE BULKHEAD
REPAIRS OF THE METAL RETAINING WALL
PROJECT 2022-01

1.0 **INTRODUCTION**

- 1.1 The City of New London Public Works Department is requesting bids from qualified Contractors in good standing for the bulkhead repairs of the existing metal retaining wall located on the seaward side of an existing concrete retaining wall at 410 Shaw's Cove, in the City of New London. This retaining wall system is part of the levee system designed and installed by the United States Army Corps of Engineers and maintained by the City of New London.
- 1.2 Contractors are required to comply with the instructions contained within these General Conditions and Specifications along with the drawing package.

2.0 **KEY EVENT DATES**

- | | | |
|-----|---|---------------------------|
| 2.1 | Request for Bids Advertised | August 9, 2021 |
| 2.2 | Mandatory Site Visit (Photo ID Req'd. See Sect 5.5) | August 17, 2021, 10 a.m. |
| 2.3 | Questions Due by | August 24, 2021, 4 p.m. |
| 2.4 | Bid Opening Purchasing Department, 13 Masonic Street | September 1, 2021, 2 p.m. |

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 "SHAW'S COVE BULKHEAD REPAIRS 2022-01" and received in the Purchasing Department office by the time of the bid opening defined in section 2.4 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, 2021.

4.4 Completion shall be determined by the City of New London, through an authorized representative.

4.5 Successful Contractor shall obtain any and all local permits, as deemed necessary.

4.6 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. 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. (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

4.7 General questions concerning these General Conditions and Specifications shall be directed to:

Brian Sear
Director of Public Works
111 Union Street
New London, CT 06320
bsear@newlondonct.org
Phone: (860) 961-2403

Thomas Quintin
Engineering Technician
111 Union Street
New London, CT 06320
tquintin@newlondonct.org
Phone: (860)447-5241

cc on all inquiries:
Joshua Montague
jmontague@newlondonct.org
Phone: (860)447-5215

5.0 **SPECIFICATIONS**

5.1 **General**

This Bid Specification pertains to the Contractor's requirements for repair of the Shaw's Cove Bulkhead at DDLC Energy, 410 Bank St. New London, CT. 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:

Securing site including the installation of barriers/signs to keep pedestrians safely away from construction site. Installation of Turbidity Curtain, Erosion and Sediment barriers to keep construction debris within the construction zone. Repair of the hurricane barrier metal sheeting in accordance with the drawing package. Application of epoxy coating to the repaired area of the metal sheeting members. Site cleanup and proper disposal of construction waste materials.

5.3 **Description**

The work shall consist of the repairs to the Shaw's Cove Bulkhead at DDLC Energy, 410 Bank St. New London, CT. 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. Securing site including the installation of barriers/signs to keep pedestrians safely away from the construction site.
2. Installation of Turbidity Curtain, Erosion and Sediment barriers to keep construction debris within the construction zone.
3. Ensure and obtain any and all applicable local, state and federal permits.
4. 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. All construction staging shall be removed upon completion of the project.

The Contractor shall be responsible for any damages to structures and facilities that are to remain. The Contractor 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 Contractor shall secure proper written authorization for any change in scope of work prior to performing the work.

5.5 Site Visit

A mandatory site visit will be conducted as noted in Section 2.2 above. The site visit will meet at 111 Union St. prior to departing to DDLC Energy, 410 Bank Street, New London, CT at the aforementioned date and time. There will be a sign-in sheet to enter the DDLC Energy facility where we will get a Visitor's Badge and an escort. All personnel attending the Site Visit must have a valid photo ID such as Driver's License in their possession.

5.6 Cathodic Protection

Associated with the hurricane barrier metal sheeting is an existing cathodic protection system. It is understood that this cathodic protection system is in need of repair and / or replacement and shall not be considered part of the scope of work as it directly relates to the function of the metal retaining wall.

5.7 Permitting

The successful Contractor shall obtain any and all applicable local permits for performing the work.

5.8 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. Additional Erosion and Sediment Controls are also provided in the drawing package.

Prior to construction, the Contractor shall meet with the regulatory agencies for clarification regarding requirements of the execution and compliance with environmental protection programs.

Install Turbidity Curtain, Erosion and Sediment barriers to keep construction debris within the construction zone.

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 behind the erosion barriers. The appropriate regulatory agencies reserve the right to determine the erosion control measures during construction. All inadequate devices, as determined by these governmental agencies or its agents, shall be replaced with devices deemed adequate at the Contractor's expense.

5.9 Structural Steel Replacement

Work under this section includes all work necessary or may be required for the installation of steel sheet pile wall replacement of damaged sections in areas depicted on the drawing package.

The Contractor should propose using cold rolled ASTM A992 structural steel sheets.

The surfaces of all steel members shall be primed and coated with AMERCOAT 240 Epoxy Coating as manufactured by PPG Protective & Marine Coatings. Color to be black.

All items scheduled to receive the AMERCOAT 240 Epoxy Coating, shall be fully fabricated with holes, cuts, threads, etc. prior to receiving protective coating.

Sheet 4 of the drawing package identifies damaged locations of the sheet piles and typical bulkhead repairs. The following locations represent the damaged areas and repair schedule:

| <u>REPAIR NO.</u> | <u>STATION</u> | <u>ZONE</u> | <u>LOCATION</u> | <u>STEEL REPAIR PLATE WIDTH</u> |
|-------------------|----------------|-------------|-----------------|---------------------------------|
| 1 | 20+23 | 1 | Web | 0'-8" |
| 2 | 20+23 | 2 | Flange | 0'-4" |
| 3 | 20+43 | 4 | Web | 0'-8" |
| 4 | 20+46 | 2 | Flange | 0'-4" |
| 5 | 20+46 | 4 | Flange | 0'-4" |
| 6 | 20+88 | 1 | Flange | 0'-4" |
| 7 | 21+18 | 1 | Web | 0'-8" |

Note: Repairs do not occur in Zone 3.

Fabricate items of structural steel in accordance with American Institute of Steel Construction (AISC) specifications and as shown in the drawing package.

Properly mark materials for field assembly and for identification of the structure and location intended. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.

All items scheduled to receive the AMERCOAT 240 Epoxy Coating, shall be fully fabricated with holes, cuts, threads, etc. prior to receiving protective coating.

Steel angles, plates and threaded round bar shall conform to ASTM A36, 36 KSI Yield.

Any hardware used shall be in accordance with the following specifications:

Carriage bolts and lag screws shall conform to ASTM A307, Grade A.

High Strength Structural Bolts shall conform to ASTM A325 with Hex Heads

Nuts shall be Hexagonal and conform to ASTM F436.

Washers shall conform to ASTM F 436.

The work will be performed via floating platforms in conjunction with tide cycles and no cofferdams or other diversions of water are proposed.

The proposed construction would be completed with floating platforms which would minimize any potential biological impacts. Any materials removed from the bulkhead prior to the recoating process would be captured prior to entering the water, removed from the site, and disposed of in accordance with all applicable regulations to protect the water quality of Shaw's Cove.

The repairs would involve the welding of new steel plates over the areas of reduced steel section to strengthen the sheets. Sections 5.11 and 5.12 describes the use of Certified Welders and welding requirements for the work.

5.10 Steel Coating

Work under this section includes all work necessary to apply an epoxy coating to the surfaces of the steel plate members.

Personal Protective Equipment (PPE) shall be worn by personnel when using cleaners and applying coating.

Prior to installing the epoxy coating, all new surfaces shall be cleaned to the Steel Structures Painting Council SSPS-10 and all existing surfaces shall be cleaned to the Steel Structures Painting Council SSPS-3.

All work cleaned in one day must be coated on that same day as soon as possible after cleaning to prevent flash rusting and corrosion. All surfaces to be coated shall be completely dry, free of moisture, soil, dust, salt and grit at the time of the coating.

The surfaces of all steel members shall be primed and coated with AMERCOAT 240 Epoxy Coating as manufactured by PPG Protective & Marine Coatings. Color to be black.

The Epoxy Coating shall be applied when the surface temperature and air temperatures are at least 20 degrees F and the material temperature shall be at least 50 degrees F.

The coating final dry film thickness shall be a minimum of 15 mils. The coating shall be applied with a brush or spray in at least two coats to a dry film thickness of 4.0 to 8.0 mils per coat. Each coat shall be completely cured before succeeding coats are applied as per manufacturer's instructions.

Preparation and application shall be performed in strict accordance with manufacturer's instructions and in the presence of an owner's representative. Coated surfaces, where applicable, shall not be immersed for at least 7 days after the application of the coating. After drying, abraded and otherwise damaged areas of the coating above the low waterline shall be generously coated.

The repairing of damaged or abraded surfaces, including areas of welding of the epoxy coating shall be coated with the epoxy material.

The epoxy coating should be the same type used for the initial application, or other material recommended for this purpose by the manufacturer of the coating materials and approved by the owner. Repair coatings shall be applied in accordance with the manufacturer's printed instructions and directions.

Epoxy coating shall not be applied in damp or wet weather or if the steel plate is damp or has moisture on the surface.

The coating shall be readily applied without thinning. If thinning is required by the Contractor, additional coats may be required to achieve the specified film thickness.

5.11 Certified Welders & Welding

Work under this section includes Welders certified to perform all work necessary for the installation of structural steel replacement on the sheet pile wall to the damaged sections.

Certified Welders are required to perform the work. Submit Welder's Certificates certifying Welders employed on the work. Verify that the Welders AWS Qualifications are within the previous twelve months.

Perform welding with electric arc process and in accordance with AWS code for arc and gas welding in building construction.

Comply with AWS code for procedures, appearance and quality of welds, and methods used in correcting welding work.

Welding materials: AWS D1.1; Type E70XX of type required for materials being welded.

5.12 Underwater Welding

The work under this section requires underwater welding to include welding and diving certifications.

The Welder-Diver must have certified surface welder skills, underwater welding skills and commercial diving skills.

The Welder-Diver must have a Commercial Diver License and Diving Certification's up to date.

The Welder-Diver must have a Certified Underwater Welder's Certificate verifying American Welding Society (AWS) Qualifications within the previous 6 months.

The Welder-Diver should be able to perform:

- Sheet Metal Arc Welding (SMAW)

- Gas Tungsten Arc Welding (GTAW)
- Gas Metal Arc Welding (GMAW)
- Plasma Arc Welding (PAW)
- Flux-Coated Arc Welding (FCAW)

The Welder-Diver should be certified in accordance with the requirements of AWS D3.6M, Underwater Welding Code.

Perform welding with electric arc process and in accordance with AWS code for arc and gas welding in building construction.

Comply with AWS code for procedures, appearance and quality of welds, and methods used in correcting welding work.

Welding materials: AWS D1.1; Type E70XX of type required for materials being welded.

5.13 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 and Turbidity Curtain around construction site.

Remove signs and barriers around the construction area.

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

Repair any and all disturbed areas impacted from the construction.

Shaw's Cove Bulkhead Repairs

The Shaw's Cove Bulkhead Repairs at 410 Bank St. in New London, Ct. consists of the repair of damaged sections of the steel sheet pile wall. The work to be performed is the following:

1. Securing site including the installation of barriers/signs to keep pedestrians safely away from construction site. (See Section 5.4)
2. Obtain any and all applicable local permits for performing the work. (See Section 5.7)
3. Installation of Turbidity Curtain, Erosion and Sediment barriers to keep construction debris within the construction zone. (See Section 5.8)

4. Installation of sheet pile wall replacement steel to damaged sections in areas depicted on the drawing package. (See Section 5.9)
 5. Clean and apply an epoxy coating (AMERCOAT 240 Epoxy Coating color black) to the surfaces of all steel plate members. (See Section 5.10)
 6. Certified Welders and Welder-Divers are required to perform all work necessary for the installation of structural steel replacement on the sheet pile wall to the damaged sections. (See Section 5.11 & 5.12)
 7. Clean up all work areas and dispose materials off site. (See Section 5.13)
- 5.13 The successful Contractor shall submit the final contract documents for publication for the contracted work as soon as practicable.

END OF GENERAL CONDITIONS AND SPECIFICATIONS

CITY OF NEW LONDON, CONNECTICUT

BID FORM

The following price quote is being submitted to the City of New London, Connecticut, for the Shaw's Cove Bulkhead Repairs, the cost of the project should include supplying all labor, material and equipment to perform the work as specified in 2022-01 **General Conditions & Bid Specifications, Shaw's Cove Bulkhead Repairs, New London, Connecticut**

Shaw's Cove Bulkhead Repairs

1. Securing site including the installation of barriers/signs to keep pedestrians safely away from construction site.
2. Obtain any and all applicable local permits for performing the work.
3. Installation of Turbidity Curtain, Erosion and Sediment barriers to keep construction debris within the construction zone.
4. Installation of sheet pile wall replacement steel to damaged sections in areas depicted on the drawing package.
5. Clean and apply an epoxy coating (AMERCOAT 240 Epoxy Coating color black) to the surfaces of all steel plate members.
6. Certified Welders and Welder-Divers are required to perform all work necessary for the installation of structural steel replacement on the sheet pile wall to the damaged sections.
7. Clean up all work areas and dispose materials off site.

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 _____

22 September 2020

Regulatory Division
File Number: NAE-2020-02429

Thomas Quintin
City of New England PBW
111 Union Street
New London, CT 06320

Dear Mr. Quintin:

PROPOSED WORK/LOCATION: Bulkhead Repair, New London, CT.

We have reviewed your proposal to perform work within Corps of Engineers jurisdiction. We have assigned this file number NAE-2020-02429. Please reference this number in any future correspondence with us.

Since your project may have only minimal individual and cumulative impacts on waters and wetlands of the United States, it is authorized by the Corps of Engineers under the Connecticut General Permits (GPs). This authorization does not obviate the need to obtain other federal, state, or local approvals. You are responsible for ensuring that the work meets the terms and conditions of the CT GPs. We have recorded this project as permittee self-verification of the CT GPs in our database.

Please contact [PM] of my staff at (978) 318-8703 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kevin R. Kotelly". The signature is written in a cursive style with a large, looping "K" and "y".

Kevin R. Kotelly, P.E.
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosure (plans)

BULKHEAD REPAIRS SHAW'S COVE

DRAWING LIST

| DRAWING No. | DRAWING TITLE |
|-------------|----------------------|
| 1 | TITLE SHEET |
| 2 | VICINITY MAP |
| 3 | TAX ASSESSOR'S MAP |
| 4 | EXISTNG SITE PLAN |
| 5 | PROPOSED REPAIR PLAN |
| 6 | EXISTING SECTION |
| 7 | PROPOSED SECTION |

GENERAL NOTES

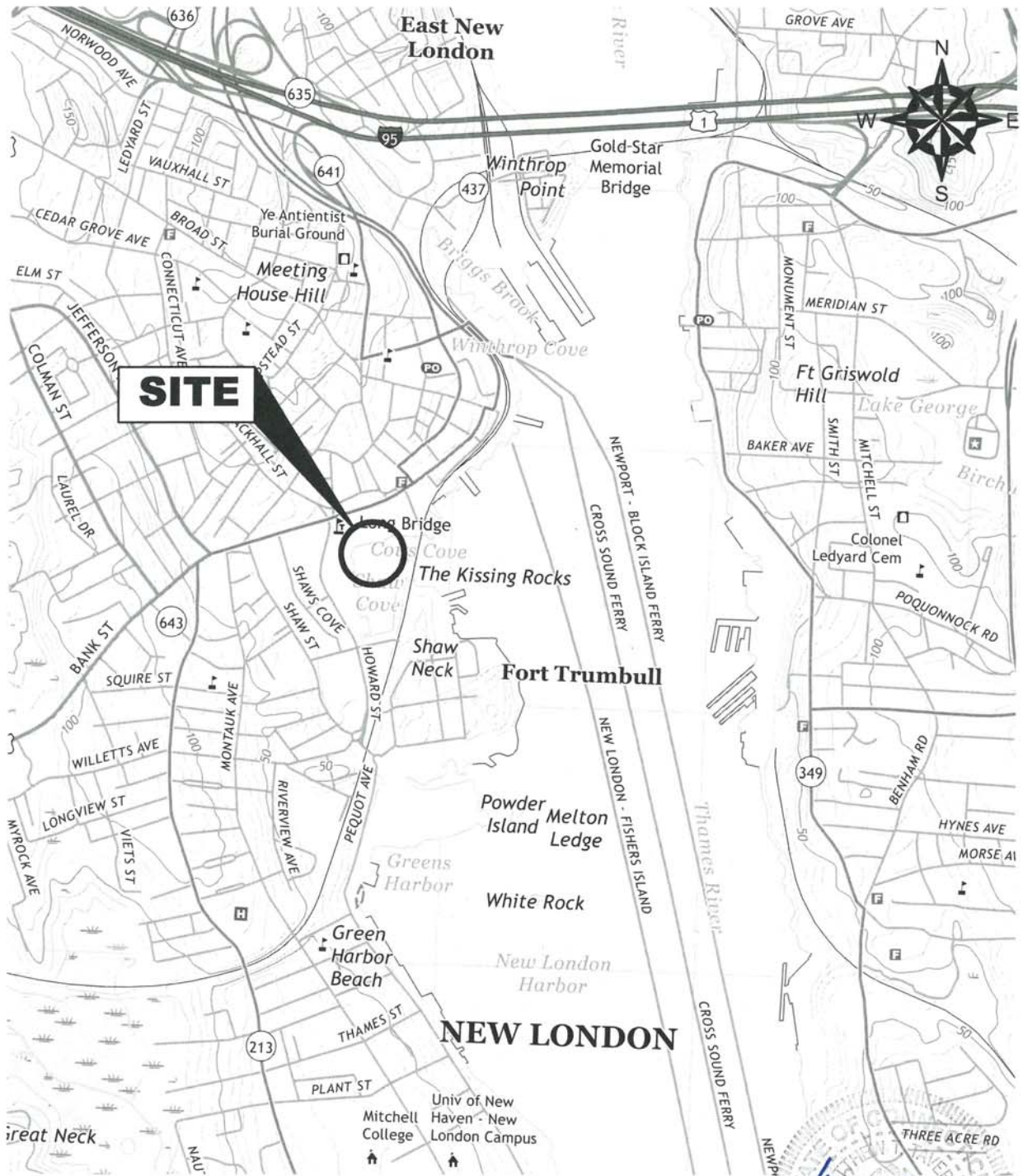
1. THE PURPOSE OF THESE DRAWINGS ARE FOR REGULATORY REVIEW ONLY.
2. VICINITY MAP TAKEN FROM USGS NEW LONDON QUADRANGLE.
3. ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. EXISTING BULKHEAD PLAN AND SECTION SCALED FROM PLAN TITLED "NEW LONDON HURRICANE PROTECTION, SHAW COVE, DIKE AND APPURTENANT STRUCTURES, FLOOD WALL DETAILS" BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS WITH A REVISION DATE OF 4-16-1979.
5. SUPPLEMENTAL INFORMATION OBTAINED BY GZA INC. ON 12/21/2016.
6. TIDAL INFORMATION TAKEN FROM BENCHMARK SHEET FOR NEW LONDON NOAA BENCHMARK
7. HIGH TIDE LINE WAS TAKEN AS 1 YEAR FREQUENCY TIDAL FLOOD FROM USACE NEW LONDON HARBOR READING AND CONVERTED FROM NGVD TO NAVD88 DATUM.



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| | | | |
|--|--|--|---|
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS |
| TITLE SHEET | | PROJ MGR: MTT REVIEWED BY: DDF DESIGNED BY: LTH DRAWN BY: LTH DATE: JULY 2020 PROJECT NO. 05.0045937.00 | CHECKED BY: RJM SCALE: N/A REVISION NO. |
| | | FIGURE 1 1 SHEET NO. 1 OF 7 | |



24000 12000 0 24000



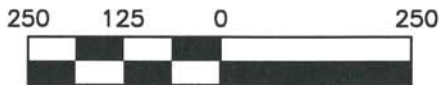
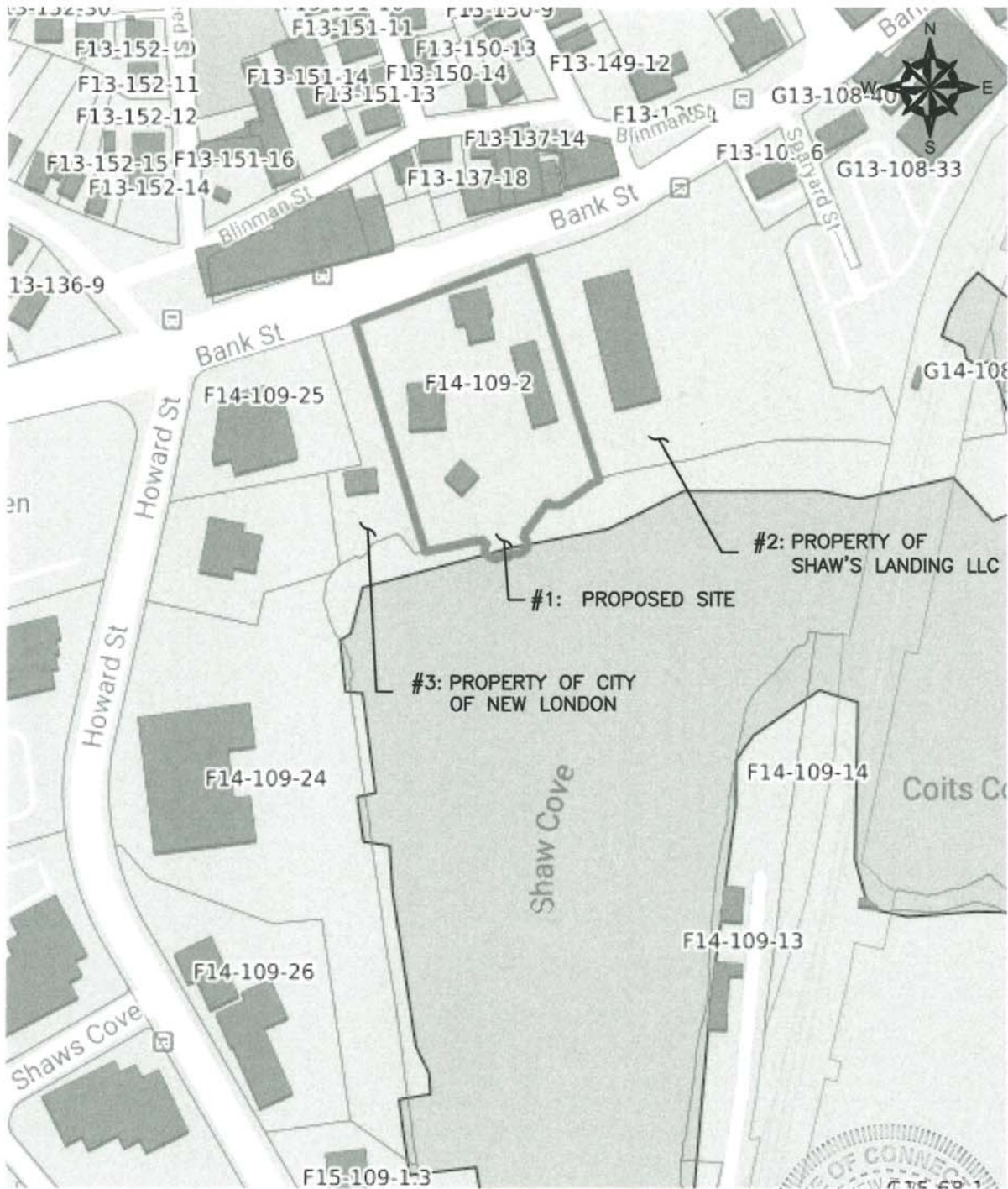
GRAPHIC SCALE: 1=24000



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| | | | | | |
|---|--|--|--------------------------------------|--|---|
| <p>SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT</p> | | <p>PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com</p> | | <p>PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS</p> | |
| <p>VICINITY MAP</p> | | <p>PROJ MGR: MTT</p> | <p>REVIEWED BY: DDF</p> | <p>CHECKED BY: RJM</p> | <p>FIGURE 2 SHEET NO. 2 OF 7</p> |
| | | <p>DESIGNED BY: LTH</p> | <p>DRAWN BY: LTH</p> | <p>SCALE: 1"=24000'</p> | |
| | | <p>DATE: JULY 2020</p> | <p>PROJECT NO. 05.0045937.00</p> | <p>REVISION NO.</p> | |

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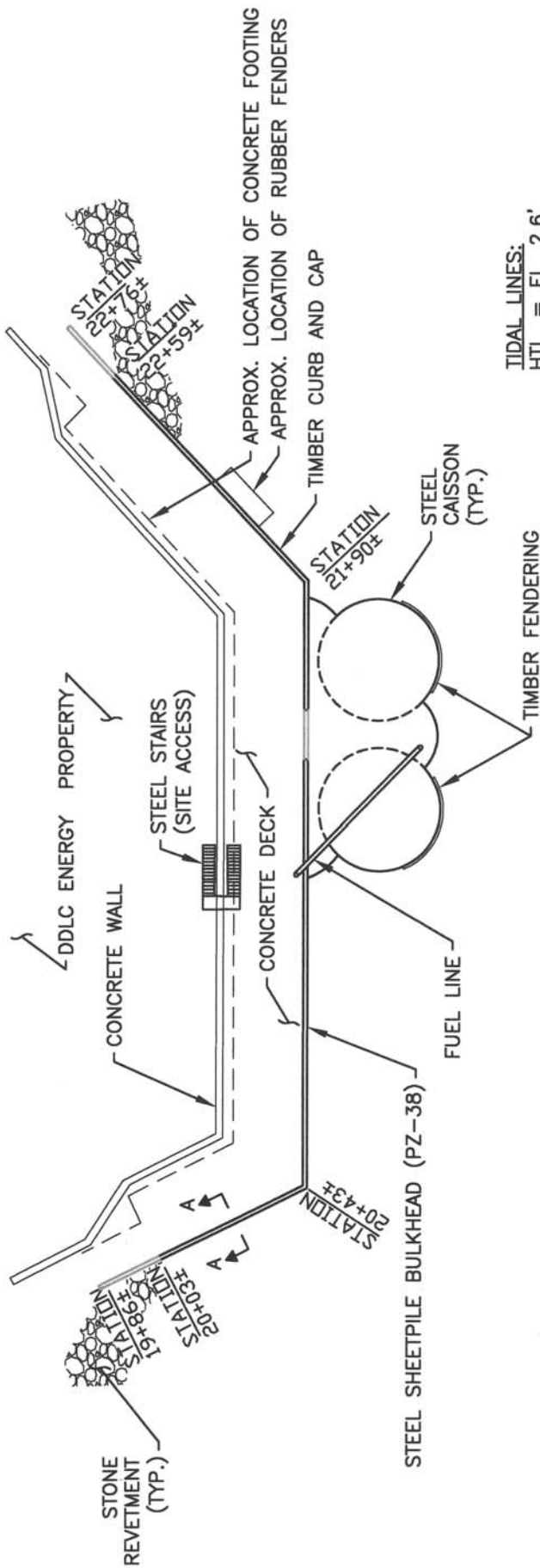
GRAPHIC SCALE: 1"=250'



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| NO. | | ISSUE/DESCRIPTION | | BY | DATE |
|---|--|--|--------------------------------------|--|----------------------------|
| | | | | | |
| <p>SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT</p> | | <p>PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com</p> | | <p>PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS</p> | |
| <p>TAX ASSESSOR'S MAP</p> | | <p>PROJ MGR: MTT</p> | <p>REVIEWED BY: DDF</p> | <p>CHECKED BY: RJM</p> | <p>FIGURE 3</p> |
| | | <p>DESIGNED BY: LTH</p> | <p>DRAWN BY: LTH</p> | <p>SCALE: 1"=250'</p> | <p>SHEET NO. 3 OF 7</p> |
| | | <p>DATE: JULY 2020</p> | <p>PROJECT NO. 05.0045937.00</p> | <p>REVISION NO.</p> | |



TIDAL LINES:

HTL = EL. 2.6'
 C.J.L = EL. 2.1'
 MHW = EL. 0.9'
 MLW = EL. -1.7'
 ALONG FACE OF SEAWALL



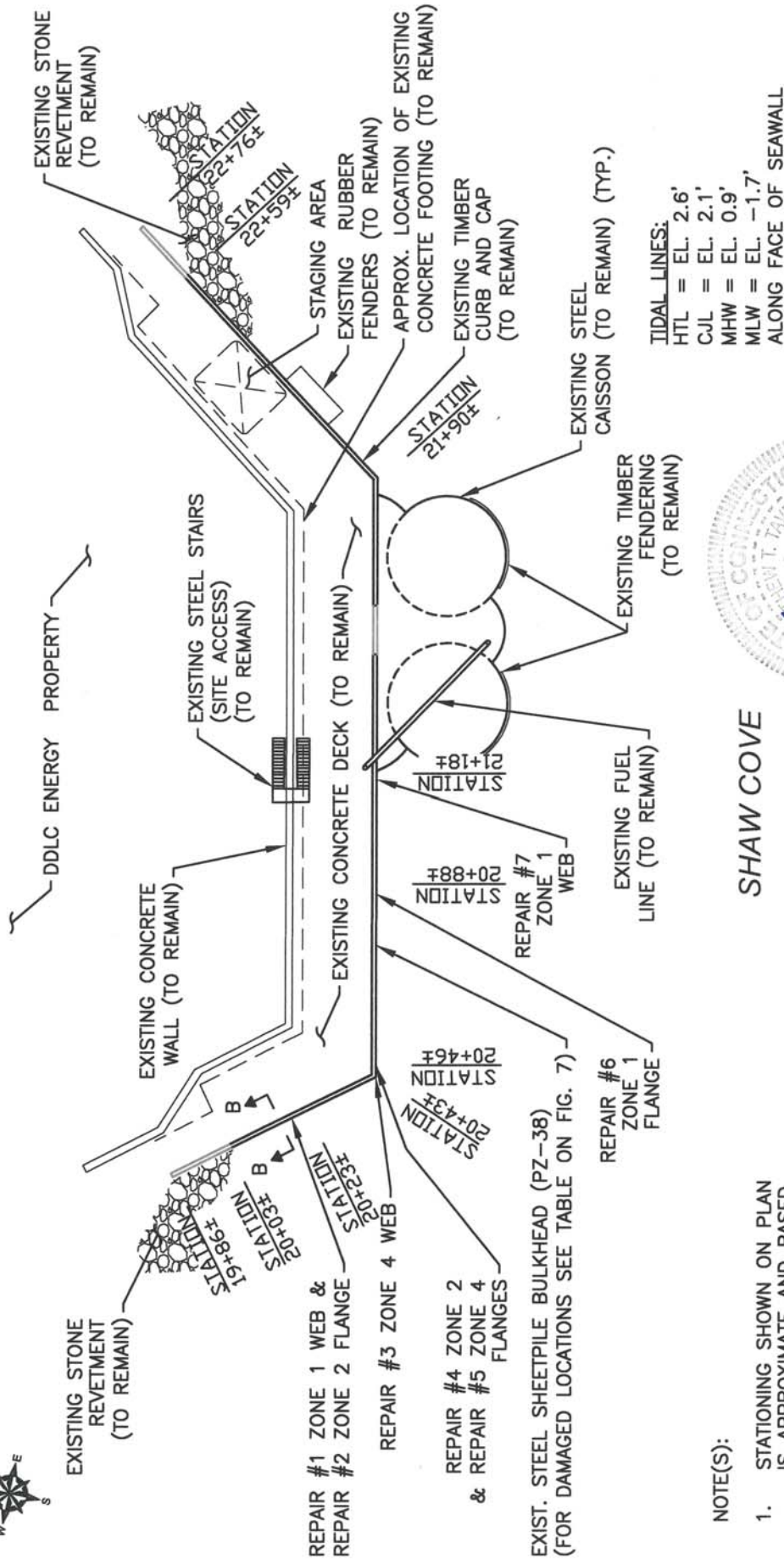
SHAW'S COVE



NOTE(S):

1. STATIONING SHOWN ON PLAN IS APPROXIMATE AND BASED ON PLAN REFERENCED IN GENERAL NOTES FOUND ON FIGURE 1.
2. CONCRETE DOLPHINS NOT SHOWN FOR CLARITY.

| | | | |
|---|------------------------------|---|--------------------|
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| PROJ. MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | FIGURE 4 |
| DESIGNED BY: LTH | DRAWN BY: LTH | SCALE: 1" = 40' | REVISION NO. |
| DATE: JULY 2020 | PROJECT NO. 05.0045937.00 | REVISION NO. | SHEET NO. 4 OF 7 |
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | EXISTING SITE PLAN | |
| NO. | ISSUE/DESCRIPTION | BY | DATE |
| | | | |
| UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GZA. ANY REUSE, COPIING, OR ALTERATION OF THIS DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA. | | | |



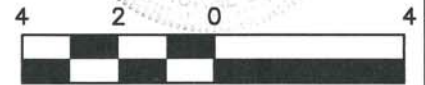
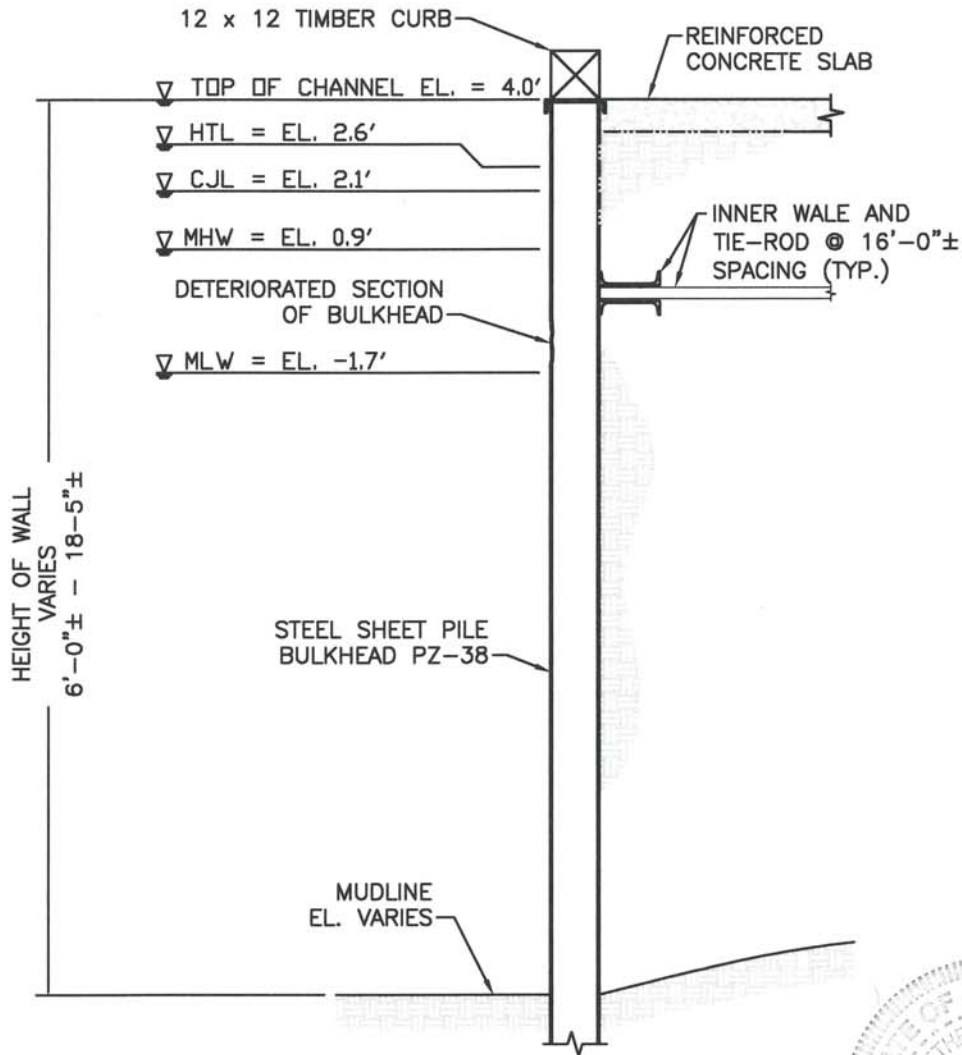
SHAW COVE
 FLOOD
 EBB

NOTE(S):

1. STATIONING SHOWN ON PLAN IS APPROXIMATE AND BASED ON PLAN REFERENCED IN GENERAL NOTES FOUND ON FIGURE 1.
2. CONCRETE DOLPHINS NOT SHOWN FOR CLARITY.

| | | | |
|--|------------------------------|---|--------------------|
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| PROJ MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | FIGURE 5 |
| DESIGNED BY: LTH | DRAWN BY: LTH | SCALE: 1" = 40' | REVISION NO. |
| DATE: AUGUST, 2020 | PROJECT NO. 05.0045937.00 | SHEET NO. 5 OF 7 | |
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | | |
| PROPOSED REPAIR PLAN | | | |
| NO. | ISSUE/DESCRIPTION | BY | DATE |
| | | | |
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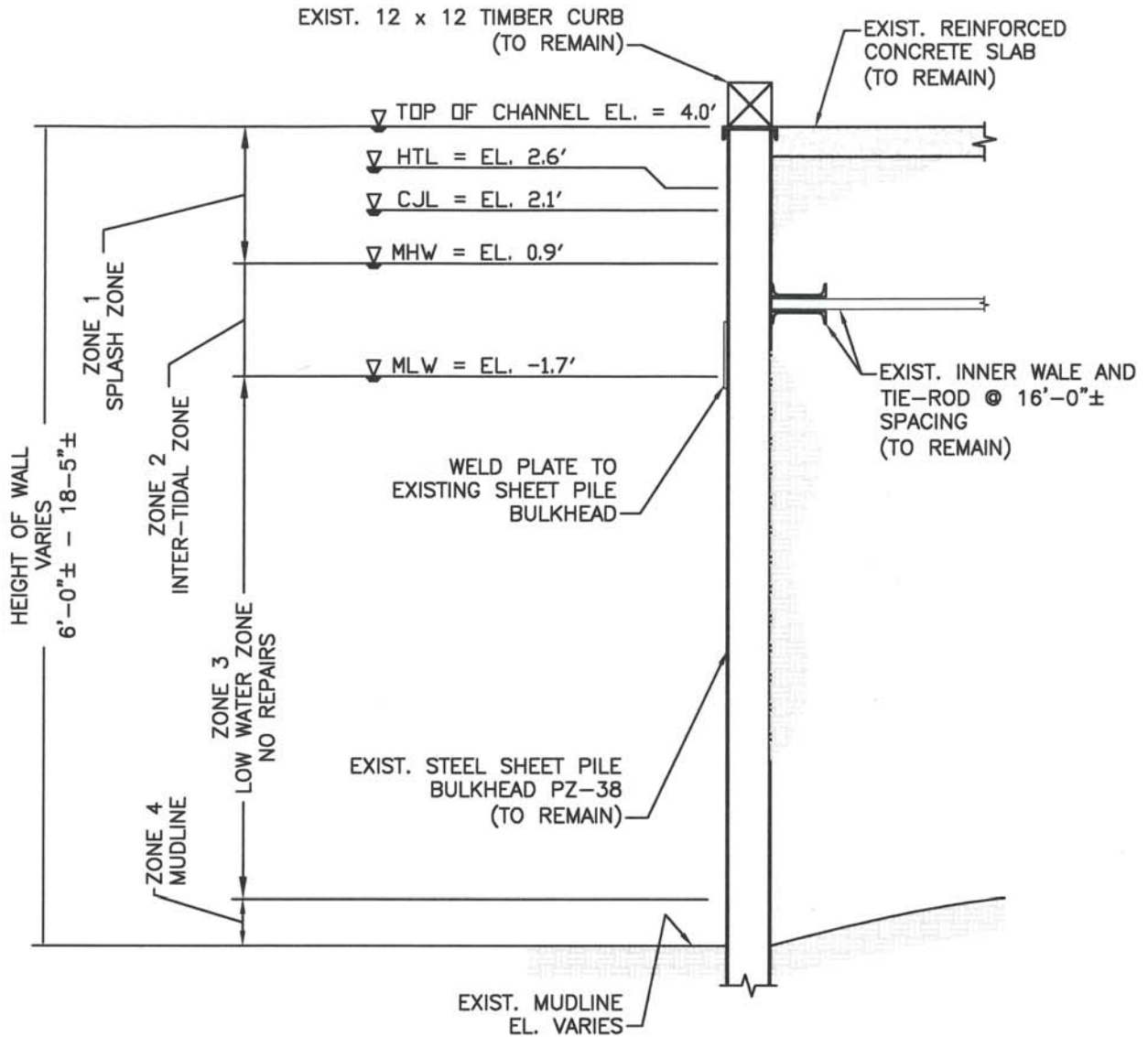
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| | | | | | |
|--|--|--|---|---|--|
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| | | PROJ MGR: MTT DESIGNED BY: LTH DATE: JULY 2020 | REVIEWED BY: DDF DRAWN BY: LTH PROJECT NO.: 05.0045937.00 | CHECKED BY: RJM SCALE: 1"=4' REVISION NO. | FIGURE 6 SHEET NO. 6 OF 7 |

| NO. | ISSUE/DESCRIPTION | BY | DATE |
|-----|-------------------|----|------|
| | | | |
| | | | |
| | | | |



| REPAIR SCHEDULE | | | |
|-----------------|------|----------|-------------|
| STA. | ZONE | LOCATION | PLATE WIDTH |
| 20+23 | 1 | W | 0'-8" |
| 20+23 | 2 | F | 0'-4" |
| 20+43 | 4 | W | 0'-8" |
| 20+46 | 2 | F | 0'-4" |
| 20+46 | 4 | F | 0'-4" |
| 20+88 | 1 | F | 0'-4" |
| 21+18 | 1 | W | 0'-8" |

NOTE:
 W = WEB
 F = FLANGE



GRAPHIC SCALE: 1=4

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SHAW'S COVE BULKHEAD REPAIR
 410 BANK STREET
 NEW LONDON, CT

PREPARED BY:
GZA GeoEnvironmental, Inc.
 Engineers and Scientists
 www.gza.com

PREPARED FOR:
 CITY OF NEW LONDON
 DEPARTMENT OF PUBLIC WORKS

PROPOSED SECTION B-B

PROJ MGR: MTT REVIEWED BY: DDF
 DESIGNED BY: LTH DRAWN BY: LTH
 DATE: JULY 2020 PROJECT NO. 05.0045937.00

CHECKED BY: RJM
 SCALE: 3"=1'
 REVISION NO.

FIGURE
7
 SHEET NO. 7 OF 7

SHAW'S COVE - BULKHEAD REPAIRS

410 BANK STREET NEW LONDON, CONNECTICUT


APRIL 2020

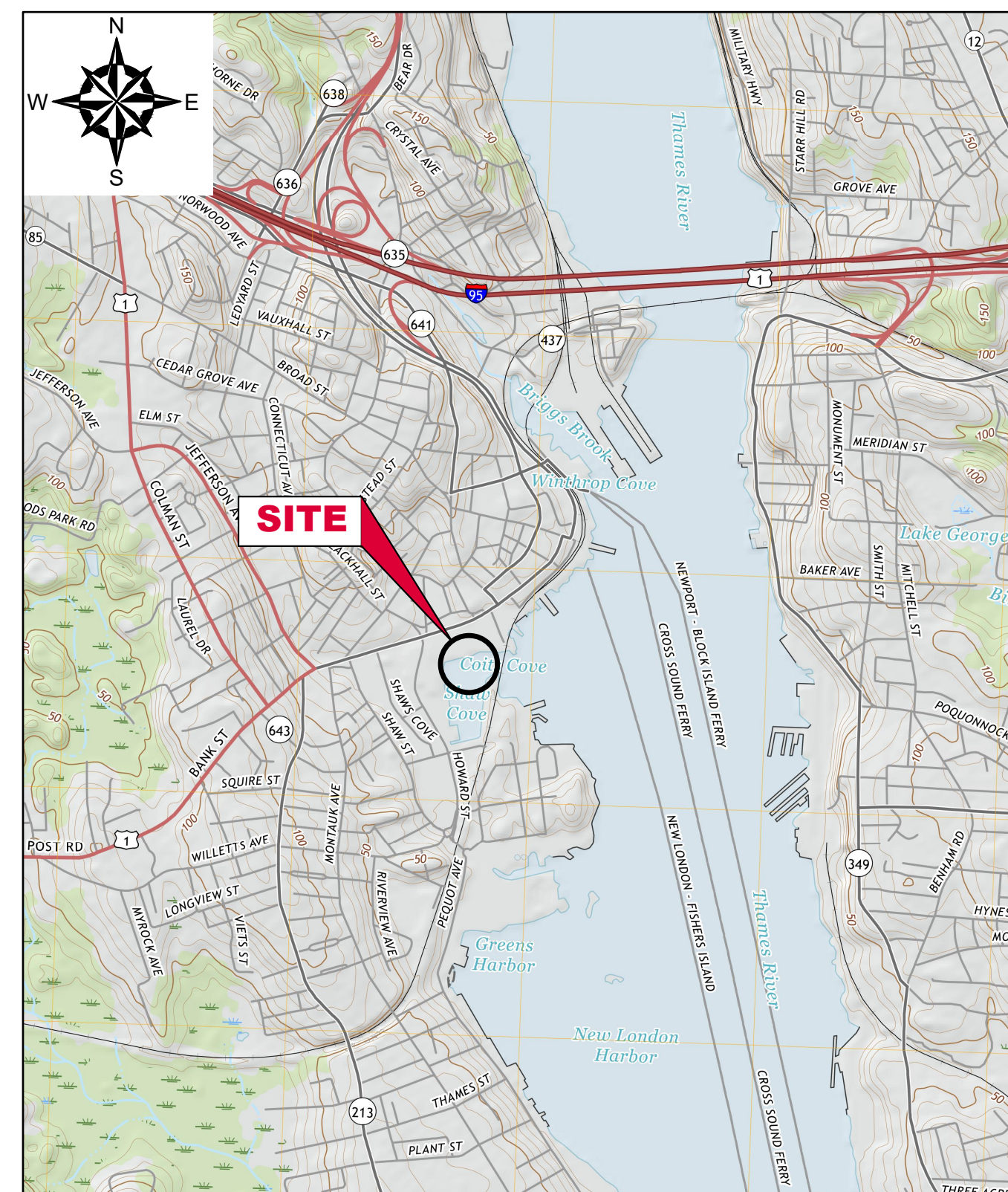
PREPARED FOR:

THE CITY OF NEW LONDON
THE HONORABLE MICHAEL PASSERO,
MAYOR

DEPARTMENT OF PUBLIC WORKS
BRIAN SEAR,
INTERIM DIRECTOR OF PUBLIC WORKS

PREPARED BY:

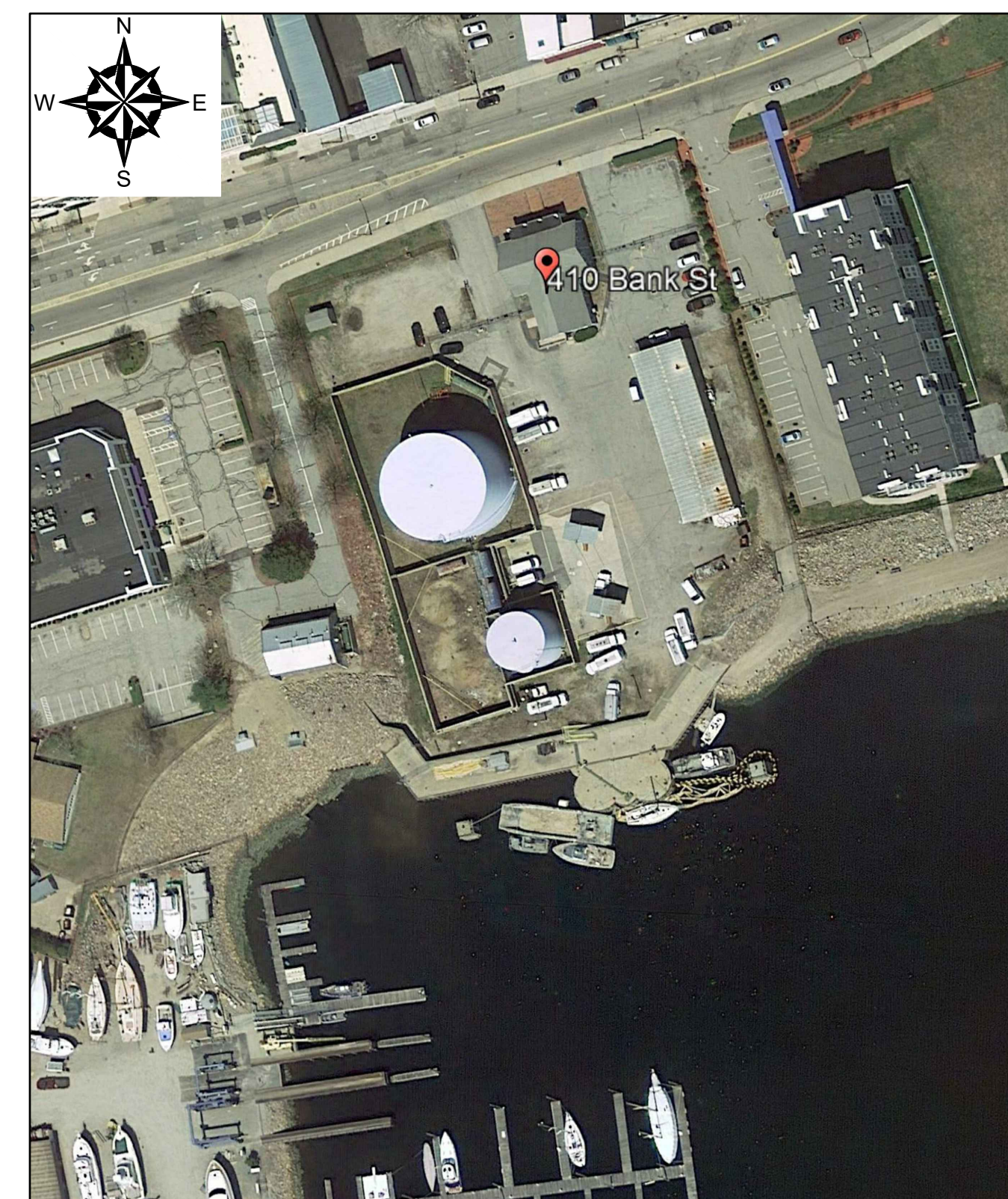
 **GZA GEOENVIRONMENTAL, INC.**
35 NUTMEG DRIVE
TRUMBULL, CONNECTICUT 06611



PROJECT LOCUS MAP

SOURCE: USGSSTORE.GOV.
NEW LONDON, CT, NY (2018)

0 1000' 2000' 4000' 6000'
SCALE: 1 INCH = 2000 FEET



PROJECT PHOTOGRAPHIC SITE MAP

SOURCE: GOOGLE EARTH PRO
USGS ORTHOIMAGE (2018)

INDEX OF DRAWINGS

| DRAWING NUMBER | DRAWING TITLE | REVISION |
|----------------|---|----------|
| 1 | COVER SHEET, LOCUS & SITE MAPS, INDEX OF DRAWINGS | |
| 2 | GENERAL NOTES AND TEMPORARY CONTROL DETAILS | |
| 3 | EXISTING CONDITIONS PLAN | |
| 4 | BULKHEAD REPAIR PLAN | |
| 5 | SECTIONS AND DETAIL | |

THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY NATIONAL GRID OR THE NATIONAL GRID'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA AND NATIONAL GRID. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA AND NATIONAL GRID, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA AND NATIONAL GRID.

ISSUED FOR BID
NOT FOR CONSTRUCTION

PROJECT NO.: 45937.00

DRAWING NO.
1
SHEET 1 OF 5

GENERAL NOTES:

- ALL WORK SHALL CONFORM WITH ALL FEDERAL, STATE, COUNTY OR LOCAL CODES HAVING JURISDICTION OVER SUCH WORK. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE CITY'S REPRESENTATIVE BEFORE PROCEEDING WITH THAT PORTION OF THE WORK.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR MEANS, METHODS AND SAFETY OF WORK.
- DIMENSIONS SHOWN ON THESE CONTRACT PLANS HAVE BEEN OBTAINED FROM A DECEMBER 2016 FIELD SURVEY AND MAY NOT ACCURATELY REFLECT PRESENT FIELD CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING FIELD MEASUREMENTS OF ALL EXISTING STRUCTURES IMPACTED BY THE NEW WORK TO ASSURE CONSISTENCY WITH THE PROPOSED CONSTRUCTION PLANS. THE CONTRACTOR SHALL FIELD VERIFY ACTUAL CONDITIONS, DIMENSIONS, CLEARANCES, ELEVATIONS AND OTHER INFORMATION INDICATED IN THE DOCUMENTS PRIOR TO ORDERING ANY MATERIALS, COMMENCING ANY FABRICATIONS OR PERFORMING ANY WORK. THE CONTRACTOR SHALL NOTIFY THE CITY'S REPRESENTATIVE OF ANY FIELD CONDITIONS WHICH MAY DIFFER FROM THAT REPRESENTED PRIOR TO COMMENCING WORK.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VISIT THE SITE AND SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY ADDITIONAL UTILITIES, STRUCTURES OR ANY OTHER ELEMENTS WHICH MIGHT IMPEDE WORK, UTILITY AND/OR STRUCTURE RELOCATIONS, IF NECESSARY, SHALL BE COORDINATED THROUGH THE OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST.
- PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL SCHEDULE AND COORDINATE ALL WORK THROUGH THE CITY'S REPRESENTATIVE.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REGULATIONS AND SAFETY PROCEDURES TO ENSURE PERSONNEL HEALTH AND SAFETY. THE CONTRACTOR MUST MAINTAIN A SAFE AND CLEAN WORKING ENVIRONMENT AND SHALL ASSURE PROPER PERSONAL EQUIPMENT AT ALL TIMES IN AREAS WHERE PEDESTRIAN AND/OR VEHICULAR TRAFFIC MAY BE AFFECTED BY THE WORK. THE CONTRACTOR SHALL CORDON OFF AND SECURE THE WORK AREA.
- THE CONTRACTOR SHALL USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK.
- THE CONTRACTOR SHALL USE EQUIPMENT ADEQUATE IN SIZE, CAPACITY, AND NUMBERS, AND MAINTAINED TO THE REQUIREMENTS OF ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS TO ACCOMPLISH THE WORK. THE CITY DOES NOT PROVIDE SECURITY AND ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY MATERIALS, EQUIPMENT OR TOOLS STORED ON ITS PROPERTY.
- THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO PREVENT DAMAGE TO EXISTING STRUCTURES BY OR AS A RESULT OF THEIR OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AS DIRECTED BY THE CITY'S REPRESENTATIVE AT NO ADDITIONAL COST.
- THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN UNANTICIPATED OR APPARENTLY DANGEROUS CONDITIONS ARE UNCOVERED DURING CONSTRUCTION OR DEMOLITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFE AND PROPER DISPOSAL OF ALL MATERIALS AND SHALL OBTAIN ALL NECESSARY LICENSES AND PERMITS FOR SUCH DISPOSAL. NO MATERIAL SHALL BE DEPOSITED INTO SHAW'S COVE. ALL CONSTRUCTION DEBRIS OR WASTE FALLING INTO THE WATER SHALL BE RECOVERED AND PROPERLY DISPOSED AT NO ADDITIONAL COST.
- CONTRACTOR'S STAGING AREA: ALL NECESSARY MEASURES SHALL BE TAKEN TO PREVENT OIL, CONSTRUCTION DEBRIS, STOCKPILED MATERIALS AND ALL OTHER MATERIALS FROM ENTERING THE WATERWAY. STAGING/LAYDOWN AREAS SHALL BE APPROVED BY THE CITY'S REPRESENTATIVE AND SHALL BE RESTORED BY THE CONTRACTOR TO THE PRE-CONSTRUCTION CONDITION. THE CONTRACTOR SHALL REPLACE ALL DAMAGED MATERIALS AS A RESULT OF THEIR OPERATIONS TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE PROPER DESIGN AND CONSTRUCTION OF FALSEWORK, FORMWORK, STAGING, BRACING, SHEETING, SHORING, ETC. BY A LICENSED PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF CONNECTICUT.
- THE CONTRACTOR SHALL IMPLEMENT THOSE DIMENSIONS IDENTIFIED AS "MINIMUM" OR "MAXIMUM" AS INDICATED.
- THE CONTRACTOR SHALL REVIEW SPECIFICATIONS LOCATED WITHIN THE CONTRACT DOCUMENTS. IF THERE ARE DISCREPANCIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION.
- IN CASE OF CONTRADICTION BETWEEN THE DRAWINGS, THE SPECIFICATIONS, AND THE CODES, OR IF ANY CHANGE IS REQUIRED, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY. NO CHANGE SHALL BE MADE WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
- DURING THE COURSE OF CONSTRUCTION, OBSERVATION BY THE CITY'S FIELD REPRESENTATIVE WILL BE PERFORMED TO ASSESS EXISTING CONDITIONS AND REVIEW THE WORK PERFORMED BY THE CONTRACTOR. AT NO ADDITIONAL COST TO THE OWNER, THE CONTRACTOR SHALL PROVIDE SAFE AND CODE COMPLIANT ACCESS TO THE LOCATIONS IDENTIFIED BY THE REPRESENTATIVE.

STRUCTURAL STEEL:

- STRUCTURAL STEEL WORK SHALL COMPLY WITH THE AISC MANUAL OF STEEL CONSTRUCTION AS ADOPTED BY THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC 360).
- STEEL SHALL COMPLY WITH THE FOLLOWING UNLESS OTHERWISE NOTED:
 - STRUCTURAL STEEL, INCLUDING CHANNEL SHAPES SHALL CONFORM TO ASTM A992.
 - STEEL ANGLES, PLATES AND THREADED ROUND BAR: SHALL CONFORM TO ASTM A36, 36 KSI YIELD.
 - CARRIAGE BOLTS AND LAG SCREWS SHALL CONFORM TO ASTM A307, GRADE A.
 - HIGH STRENGTH STRUCTURAL BOLTS SHALL CONFORM TO ASTM A325 WITH HEXAGONAL HEADS.
 - NUTS SHALL BE HEXAGONAL AND CONFORM TO ASTM A563.
 - WASHERS (EXCEPT AGAINST TIMBER) SHALL CONFORM TO ASTM F436.
- SUBMIT CERTIFIED MILL TEST REPORTS INDICATING STRUCTURAL STRENGTH, DESTRUCTIVE AND NON-DESTRUCTIVE TEST ANALYSIS, CHEMICAL AND PHYSICAL PROPERTIES OF EACH TYPE OF STEEL.
- SUBMIT WELDER'S CERTIFICATES CERTIFYING WELDERS EMPLOYED ON THE WORK, VERIFYING AWS QUALIFICATIONS WITHIN THE PREVIOUS TWELVE MONTHS.
- PERFORM WELDING WITH ELECTRIC ARC PROCESS AND IN ACCORDANCE WITH AWS "CODE FOR ARC AND GAS WELDING IN BUILDING CONSTRUCTION".
- COMPLY WITH AWS CODE FOR PROCEDURES, APPEARANCE, AND QUALITY OF WELDS, AND METHODS USED IN CORRECTING WELDED WORK.
- WELDING MATERIALS: AWS D1.1; TYPE E70XX OR TYPE REQUIRED FOR MATERIALS BEING WELDED.
- FABRICATE ITEMS OF STRUCTURAL STEEL IN ACCORDANCE WITH AISC SPECIFICATIONS AND AS SHOWN ON THE CONTRACT DRAWINGS.
- PROPERLY MARK MATERIALS FOR FIELD ASSEMBLY AND FOR IDENTIFICATION OF THE STRUCTURE AND LOCATION INTENDED. FABRICATE FOR DELIVERY SEQUENCE WHICH WILL EXPEDITE ERECTION AND MINIMIZE FIELD HANDLING OF MATERIALS.
- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ITEMS SCHEDULED TO RECEIVE PROTECTIVE COATING SHALL BE FULLY FABRICATED WITH HOLES, CUTS, THREADS, ETC. PRIOR TO RECEIVING PROTECTIVE COATING, PRIOR TO DELIVERY TO SITE.

STEEL COATING:

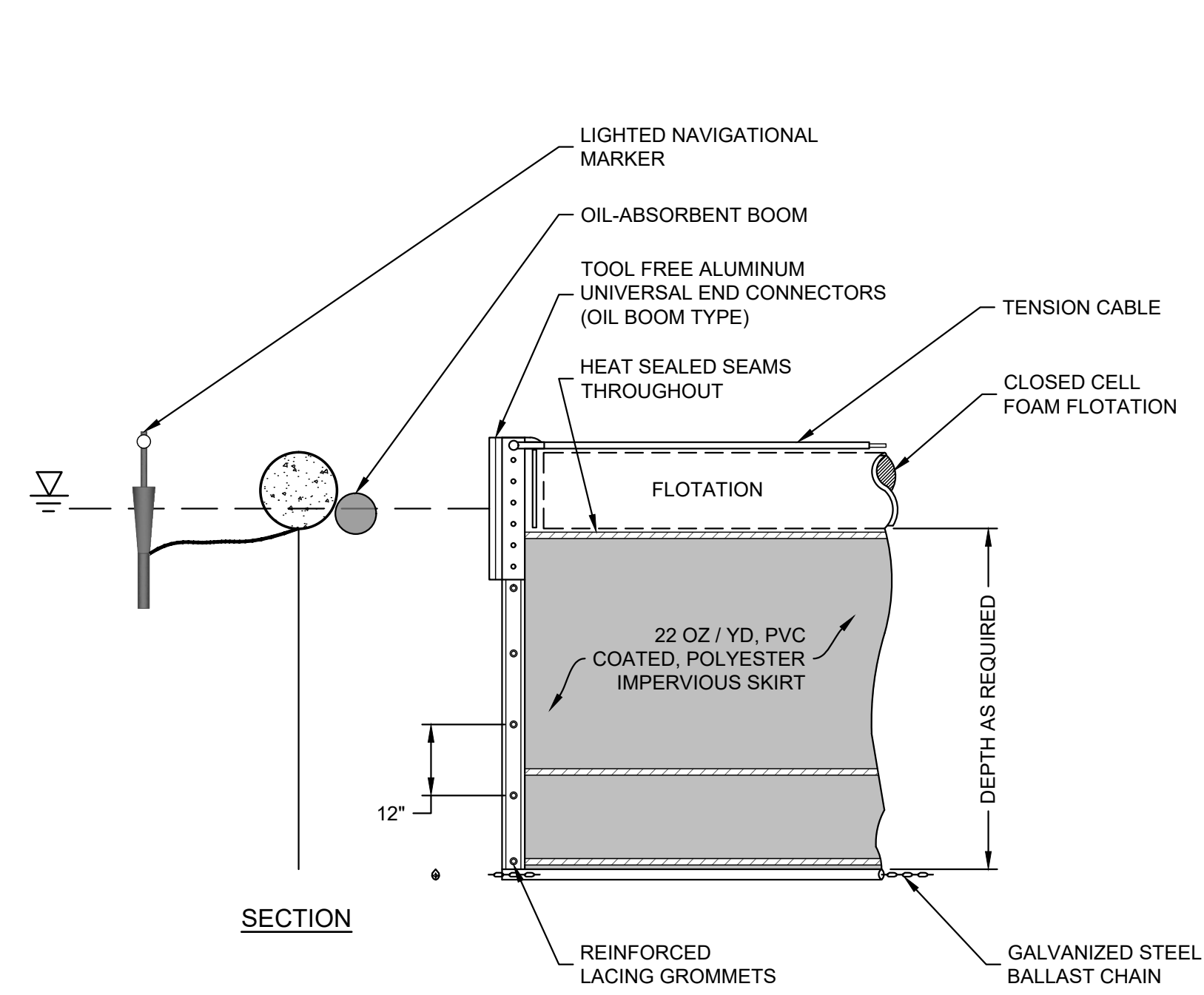
- FOLLOWING COMPLETION OF REPAIRS, THE CONTRACTOR SHALL COAT THE SURFACES OF THE NEWLY INSTALLED STEEL PLATES WITH EPOXY PAINT PER THE TECHNICAL SPECIFICATIONS OUTLINED WITHIN THE CONTRACT DOCUMENTS.
- THE SURFACES OF ALL NEW STEEL MEMBERS SHALL BE PRIMED AND COATED WITH AMERCOAT 240 EPOXY COATING AS MANUFACTURED BY PPG PROTECTIVE & MARINE COATINGS OR APPROVED EQUAL BY THE ENGINEER. COLOR TO BE BLACK.
- PRIOR TO EPOXY COATING, ALL NEW SURFACES SHALL BE CLEANED, AT A MINIMUM, TO THE STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATION SPECIFICATIONS SSPC-SP10 AND ALL EXISTING SURFACES SHALL BE CLEANED, AT A MINIMUM, TO THE STEEL STRUCTURES PAINTING COUNCIL SURFACE PREPARATION SPECIFICATIONS SSPC-SP3. ALL WORK CLEANED IN ONE DAY MUST BE COATED ON THAT SAME DAY AND AS SOON AS POSSIBLE AFTER CLEANING. ALL SURFACES TO BE COATED SHALL BE COMPLETELY DRY, FREE OF MOISTURE, SOIL, DUST, SALT, AND GRIT AT THE TIME OF COATING.
- THE EPOXY COATING SHALL BE APPLIED WHEN THE SURFACE AND AIR TEMPERATURES ARE AT LEAST 20 DEGREES FAHRENHEIT AND THE MATERIAL TEMPERATURE SHALL BE AT LEAST 50 DEGREES FAHRENHEIT.
- THE COATING FINAL DRY FILM THICKNESS SHALL BE A MINIMUM OF 15 MILS. THE COATING SHALL BE APPLIED WITH BRUSH OR SPRAY IN AT LEAST TWO COATS TO A DRY FILM THICKNESS OF 4.0 TO 8.0 MILS PER COAT. EACH COAT SHALL BE COMPLETELY CURED BEFORE SUCCEEDING COATS ARE APPLIED AS PER MANUFACTURER'S INSTRUCTIONS. PREPARATION AND APPLICATION SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND IN THE PRESENCE OF AN OWNER'S REPRESENTATIVE. COATED SURFACES, WHERE APPLICABLE, SHALL NOT BE IMMERSED FOR AT LEAST 7 DAYS AFTER THE APPLICATION OF THE COATING. AFTER DRYING, ABRADED AND OTHERWISE DAMAGE AREAS OF COATING ABOVE LOW WATER SHALL BE GENEROUSLY COATED WITH THE MATERIAL SPECIFIED BELOW FOR THIS PURPOSE.
- THE REPAIRING OF DAMAGED OR ABRADED SURFACES, INCLUDING AREAS OF WELDING, OF THE EPOXY COATING SHALL BE DONE WITH THE EPOXY MATERIAL OF THE SAME TYPE USED FOR THE INITIAL APPLICATION; OR OTHER MATERIAL RECOMMENDED FOR THIS PURPOSE BY THE MANUFACTURER OF THE COATING MATERIALS AND APPROVED BY THE OWNER. REPAIR COATINGS SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S PRINTED INSTRUCTIONS AND DIRECTIONS.
- THE COATING SHALL BE READILY APPLIED WITHOUT THINNING. IF THINNING IS DESIRED BY THE CONTRACTOR, ADDITIONAL COATS MAY BE REQUIRED TO ACHIEVE THE SPECIFIED FILM THICKNESS. THINNING SHALL NOT BE DONE WITHOUT THE PRIOR APPROVAL OF THE OWNER.

EROSION & SEDIMENT CONTROLS:

- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE "CONNECTICUT GUIDELINES FOR SOIL EROSION AND SEDIMENT CONTROL", MAY 2002, ERRATA SEPTEMBER 2007.
- PRIOR TO MOBILIZATION, THE CONTRACTOR SHALL INSTALL FILTREXX SILT SOXX OR APPROVED EQUAL BY THE ENGINEER AROUND THE STAGING AND STORAGE AREAS.
- LAND DISTURBANCE SHALL BE KEPT TO A MINIMUM.
- UPON MOBILIZATION, THE CONTRACTOR SHALL PLACE AND MAINTAIN A TURBIDITY CURTAIN IN THE WATER THAT SURROUNDS THE WORK AREA. THE CONTRACTOR SHALL ADJUST, RELOCATE, OR PROVIDE ADDITIONAL TURBIDITY CURTAINS AS WORK PROGRESSES INTO PREVIOUSLY UNDISTURBED AREAS OF THE SITE. THE CONTRACTOR SHALL INSPECT THE TURBIDITY CURTAIN DAILY AND SHALL IMMEDIATELY REPAIR ANY DAMAGED OR FAILED AREAS.
- EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED IN EFFECTIVE CONDITION THROUGHOUT THE CONSTRUCTION PERIOD.
- DUMPING OF OIL, CHEMICALS OR OTHER DELETERIOUS MATERIALS ON THE GROUND OR INTO A WATERCOURSE IS FORBIDDEN. THE CONTRACTOR SHALL PROVIDE A MEANS OF CATCHING, RETAINING, AND PROPERLY DISPOSING OF DRAINED OIL, REMOVED OIL FILTERS, AND OTHER DELETERIOUS MATERIAL. THE CONTRACTOR SHALL IMMEDIATELY REPORT ALL SPILLS OF SUCH MATERIALS TO THE ENGINEER AND THE D.E.E.P.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO SECURE THE WORK SITE BEFORE PREDICTED MAJOR STORMS. A MAJOR STORM SHALL BE DEFINED AS A STORM PREDICTED BY NOAA WEATHER SERVICE WITH WARNINGS OF FLOODING, SEVERE THUNDERSTORMS, OR SIMILARLY SEVERE WEATHER CONDITIONS OR EFFECTS.

REFERENCE NOTES:

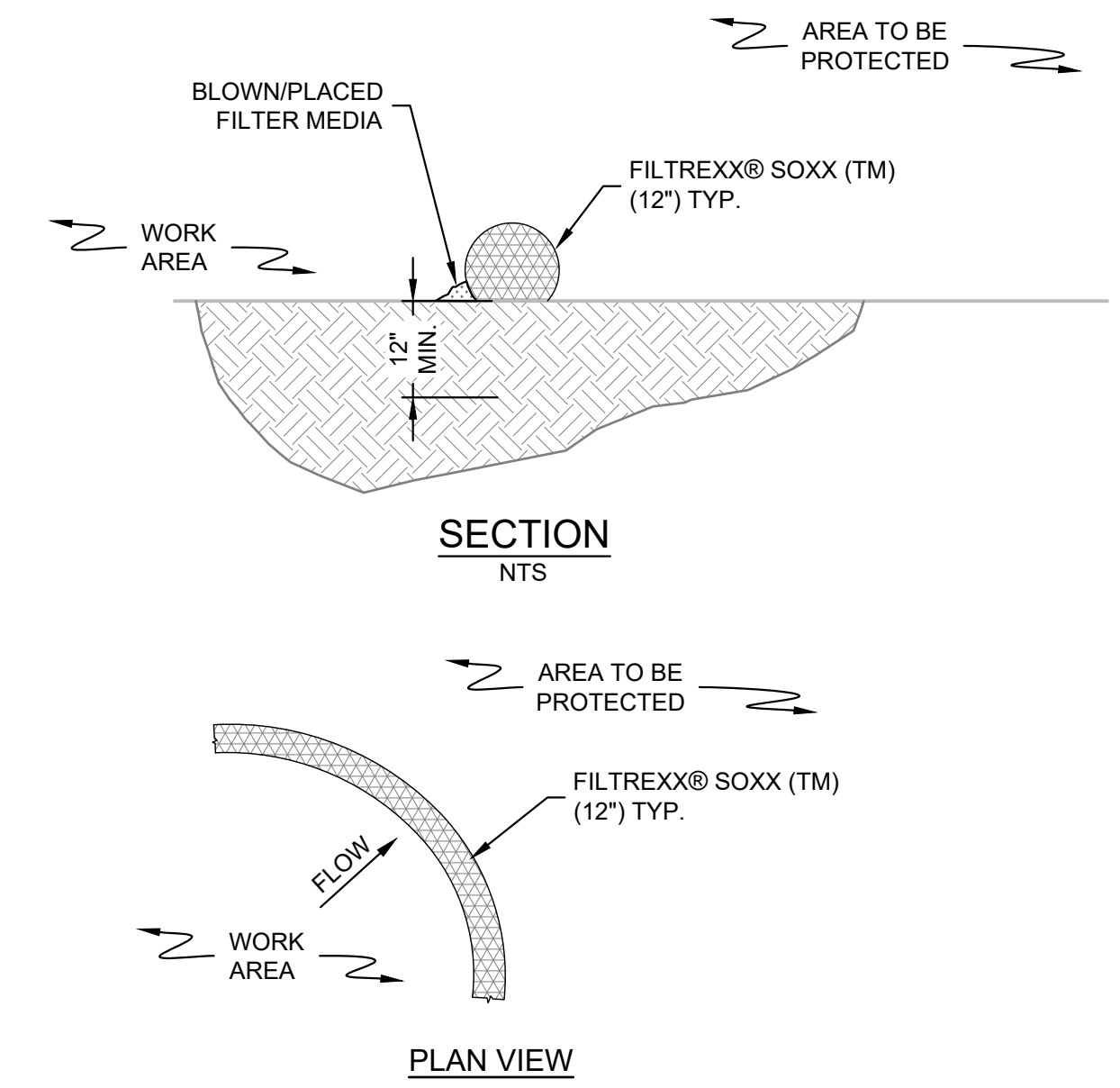
- NOTES AND CONDITIONS BASED ON UNDERWATER INSPECTION PERFORMED BY GZA GEOENVIRONMENTAL, INC. ON DECEMBER 21, 2016 AND REPRESENTS CONDITIONS AT THE TIME OF THE INSPECTION.
- EXISTING BULKHEAD PLAN AND SECTION SCALED FROM PLAN TITLED "NEW LONDON HURRICANE PROTECTION, SHAW COVE, DIKE AND APPURTENANT STRUCTURES, FLOOD WALL DETAILS" BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS WITH A REVISION DATE OF 4-16-1979.
- ALL ELEVATIONS SHOWN ON PLANS ARE IN U.S. FEET AND REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



NOTES:

- END OF CURTAIN SHALL BE ANCHORED SECURELY AT THE SHORELINE ABOVE MEAN HIGH WATER ELEVATION IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
- ANCHOR CURTAIN AT INTERMEDIATE POINTS WITH ANCHOR BLOCKS.

DETAIL - TURBIDITY CURTAIN AND OIL ABSORBENT BOOM
NOT TO SCALE

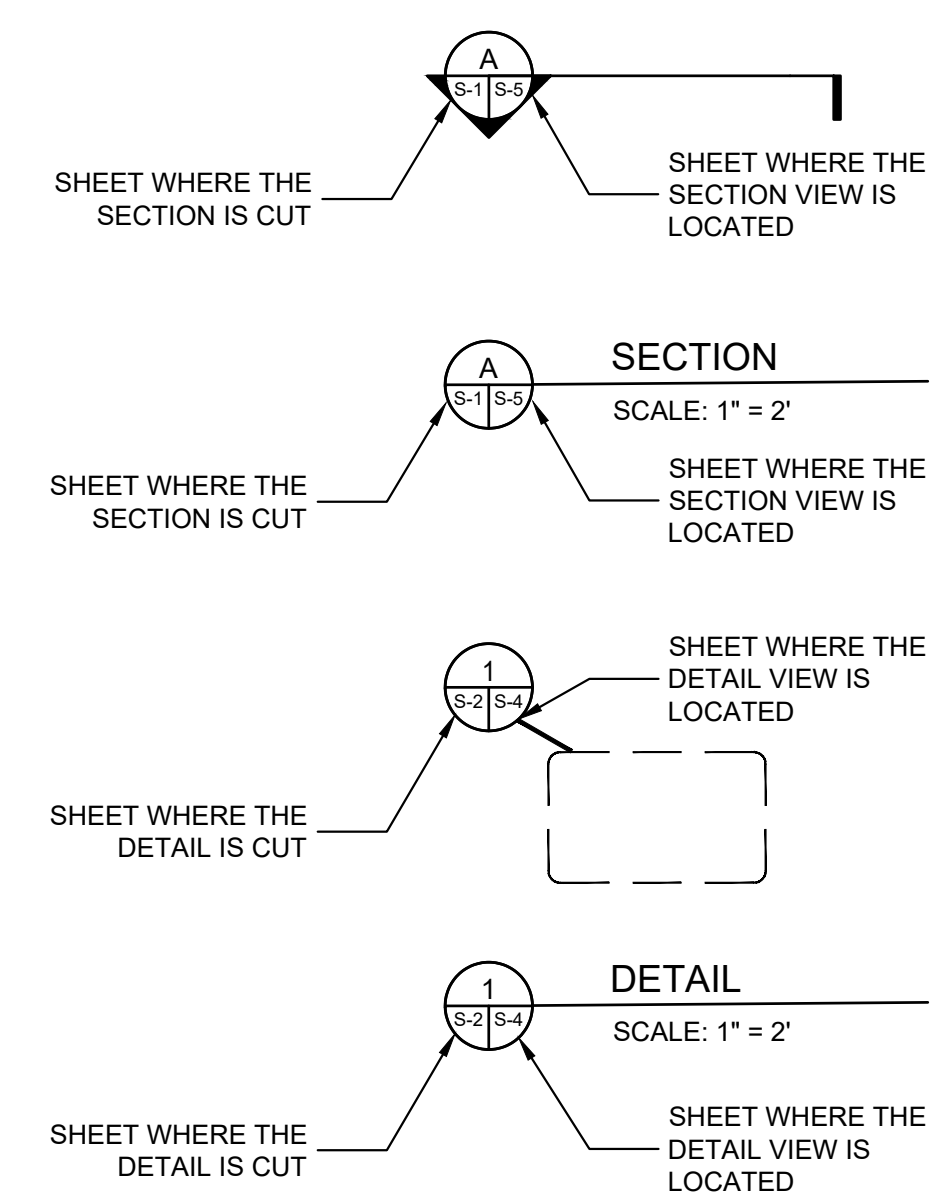


NOTES:

- ALL MATERIAL TO MEET FILTREXX® SPECIFICATIONS.
- FILTER MEDIA FILL TO MEET APPLICATION REQUIREMENTS.

DETAIL - FILTREXX® SOXX (TM)
NOT TO SCALE

ANNOTATIONS AND LABELS



ACRONYMS AND ABBREVIATIONS:

| | |
|---------------------------|---------|
| AND | & |
| APPROXIMATELY | APPROX. |
| AT | @ |
| CENTERLINE | ⊥ |
| COASTAL JURISDICTION LINE | C.J.L. |
| CLEAR | CLR. |
| CONCRETE | CONC. |
| CORED HOLE | C.H. |
| CUBIC FOOT | C.F. |
| DIAMETER | DIA., Ø |
| EACH FACE | E.F. |
| ELEVATION | EL. |
| EXISTING | EXIST. |
| EXPOSED REBAR | E.R. |
| EQUAL SPACE | EQ. SP. |
| FOOT | FT. |
| FOOTING | FTG. |
| INCH | IN. |
| MEAN HIGH WATER | M.H.W. |
| MEAN LOW WATER | M.L.W. |
| MINIMUM | MIN. |
| NUMBER | NO. |
| ON CENTER | O.C. |
| PARTIAL | PART. |
| POUNDS PER SQUARE INCH | PSI |
| REINFORCEMENT | REINF. |
| REMOVE AND DISPOSE | R&D |
| REMOVE AND REPLACE | R&R |
| REQUIRED | REQ'D. |
| SQUARE FEET | SF. |
| SPECIFICATIONS | SPECS. |
| TOP AND BOTTOM | T&B |
| TYPICAL | TYP. |
| UNLESS OTHERWISE NOTED | UON |

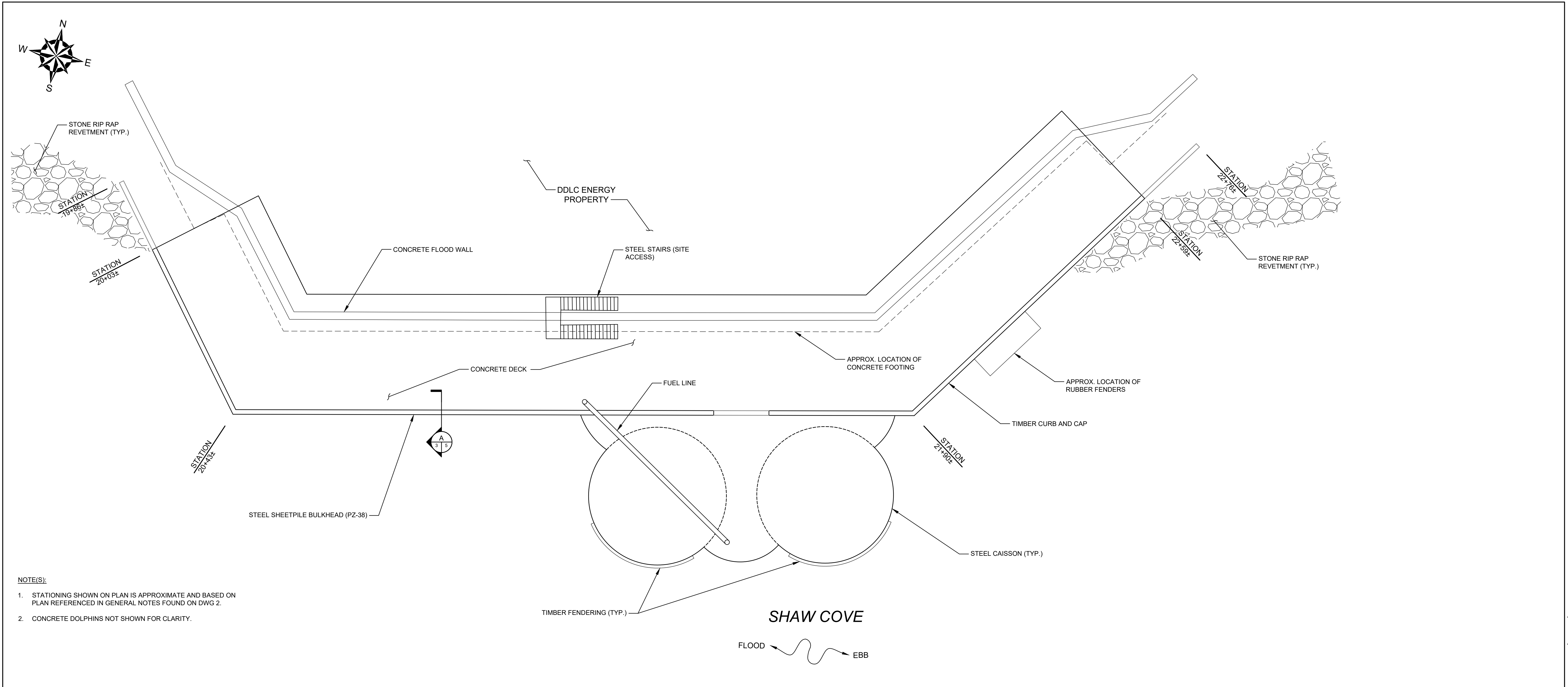
| | | | |
|-----|-------------------|-----|------------|
| 1 | ISSUED FOR BID | MTT | APRIL 2020 |
| NO. | ISSUE/DESCRIPTION | BY | DATE |

UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.

SHAW'S COVE BULKHEAD REPAIR DESIGN
410 BANK STREET
NEW LONDON, CT

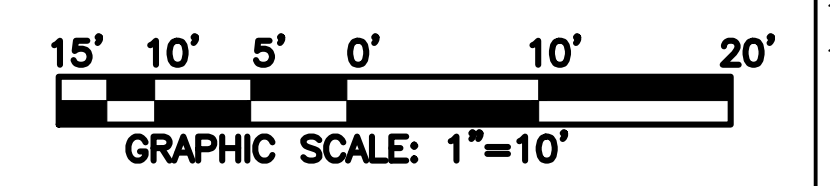
GENERAL NOTES AND TEMPORARY CONTROL DETAILS

| | | | |
|---|---|-----------------|------------------|
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | | |
| PROJ MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | DRAWING |
| DESIGNED BY: RJVD | DRAWN BY: MEA | SCALE: AS NOTED | 2 |
| DATE: APRIL 2020 | PROJECT NO: 05.0045937.00 | REVISION NO: | SHEET NO. 2 OF 5 |



- NOTE(S):
1. STATIONING SHOWN ON PLAN IS APPROXIMATE AND BASED ON PLAN REFERENCED IN GENERAL NOTES FOUND ON DWG 2.
 2. CONCRETE DOLPHINS NOT SHOWN FOR CLARITY.

EXISTING CONDITIONS PLAN
SCALE: 1" = 10'-0"



| | | | |
|---|----------------------------|---|------------------------------|
| 1 ISSUED FOR BID | | MTT | APRIL 2020 |
| NO. | ISSUE/DESCRIPTION | BY | DATE |
| <small>UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER FOR USE AT ANY OTHER LOCATION OR FOR ANY OTHER PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF GZA. ANY TRANSFER, REUSE, OR MODIFICATION TO THE DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA.</small> | | | |
| SHAW'S COVE BULKHEAD REPAIR DESIGN 410 BANK STREET NEW LONDON, CT | | | |
| EXISTING CONDITIONS PLAN | | | |
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| PROJ MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | 3 SHEET NO. 3 OF 5 |
| DESIGNED BY: RJVD | DRAWN BY: MEA | SCALE: AS NOTED | |
| DATE: APRIL 2020 | PROJECT NO.: 05.0045937.00 | REVISION NO.: | |

Date: September 21, 2020

City of New London Public Works and Engineering
Thomas Quintin
111 Union Street
New London, CT 06320

SUBJECT: DEEP License #: 202009558-COP
410 Bank Street, New London

Dear Mr. Quintin:

Please find attached a copy of your subject license and relevant enclosures which are being issued pursuant to your application of August 24, 2020. Your attention is directed to the conditions of the license. All work must conform to that which is specifically authorized.

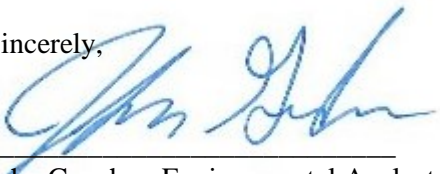
Any work in regulated areas of the State which has not been authorized by a valid license is a violation of state law and subject to enforcement action by the Department of Energy & Environmental Protection and the Office of the Attorney General.

Your initiation of authorized activities will be relied upon as your agreement to comply with the terms and conditions of the license.

If you have not already done so, you should contact your local Planning and Zoning Office and the U. S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Write the Corps' New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; <http://www.nae.usace.army.mil/> or call 1-800-343-4789.

If you should have any questions or concerns, please contact me at (860) 424-3660, or john.gaucher@ct.gov.

Sincerely,



John Gaucher, Environmental Analyst III
Land & Water Resources Division
Bureau of Water Protection & Land Reuse

Encl(s): License # 202009558-COP ; LWRD General Conditions ; Site Plan Set ; Land Record Filing ;
Work Commencement Form ; Compliance Certification Form

cc: File 202009558-COP

cc (via email): Thomas Quintin, tquintin@newlondonct.org
Karen Michaels, Karen.michaels@ct.gov
Matthew Taverna, matthew.taverna@gza.com

Mayor Passero; mpassero@newlondonct.org
USACE, diane.m.ray@usace.army.mil
Harbor Master lmkeating@ci.new-london.ct.us

Connecticut Department of Energy and Environmental Protection License*

Certificate of Permission

| | |
|--|--|
| Licensee(s): | City of New London, Public Works and Engineering |
| Licensee Address(s): | 111 Union Street New London, CT 06320 |
| License Number(s): | 202009558-COP |
| Municipality: | New London |
| Project Description: | Bulkhead Repair |
| Project Address/Location: | 410 Bank Street |
| Waters: | Shaw's Cove off the Thames River |
| Authorizing CT Statute(s) and/or Federal Law: | CGS Section 22a-359 to 363g; CGS Section 22a-90 to 112 |
| Applicable Regulations of CT State Agencies: | 22a-426-1 to 9 |
| Agency Contact: | Land & Water Resources Division, Bureau of Water Protection & Land Reuse, 860-424-3019 |
| License Expiration: | Five (5) years from the date of issuance of this license. |
| Project Site Plan Set: | <i>Seven sheets of plans prepared by GZA GeoEnvironmental, Inc.</i> |
| License Enclosures: | LWRD General Conditions ; Site Plan Set ; Land Record Filing ; LWRD Work Commencement Form ; LWRD Compliance Certification Form |

Authorized Activities:

The Licensee is hereby authorized to conduct the following work as described in application # 202009558-COP and as depicted on any site plan sheets / sets cited herein:

1. Repair 7 deteriorated sections of the existing steel sheet pile bulkhead by welding steel panels of either 4" wide by 18" long or 8" wide by 18" long to the existing sheeting.

*Connecticut's Uniform Administrative Procedure Act defines License to include, "the whole or part of any agency permit, certificate, approval, registration, charter or similar form of permission required by law . . ."

Failure to comply with the terms and conditions of this license shall subject the Licensee and / or the Licensee's contractor(s) to enforcement actions and penalties as provided by law.

This license is subject to the following Terms and Conditions:

1. **License Enclosure(s) and Conditions.** The Licensee shall comply with all applicable terms and conditions as may be stipulated within the License Enclosure(s) listed above.
2. **Turbidity Curtain.** Prior to the commencement of work authorized herein, the Licensee shall install turbidity curtains extending from the water surface to the substrate around the work area. Such erosion and sediment control structures shall be maintained in optimal operating condition until project completion at which time the erosion and sediment controls shall be removed to an upland location.

Issued under the authority of the Commissioner of Energy and Environmental Protection on:

September 18, 2020

Date



Brian P. Thompson
Division Director
Land & Water Resources Division

LWRD General Conditions

- 1. Land Record Filing (for Structures Dredging & Fill, Tidal Wetlands, Certificate of Permission, and Long Island Sound General Permit Licenses only).** The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance. If a Land Record Filing form is not enclosed and the work site is not associated with an upland property, no filing is required.
- 2. Contractor Notification.** The Licensee shall give a copy of the license and its attachments to the contractor(s) who will be carrying out the authorized activities prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The Licensee's contractor(s) shall conduct all operations at the site in full compliance with the license and, to the extent provided by law, may be held liable for any violation of the terms and conditions of the license. At the work site, the contractor(s) shall, whenever work is being performed, have on site and make available for inspection a copy of the license and the authorized plans.
- 3. Work Commencement¹.** Not later than two (2) weeks prior to the commencement of any work authorized herein, the Licensee shall submit to the Commissioner, on the Work Commencement Form attached hereto, the name(s) and address(es) of all contractor(s) employed to conduct such work and the expected date for commencement and completion of such work, if any.
 - For water diversion activities authorized pursuant to 22a-377(c)-1 of the Regulations of Connecticut State Agencies, the Licensee shall also notify the Commissioner in writing two weeks prior to initiating the authorized diversion.
 - For emergency activities authorized pursuant Connecticut General Statutes Section 22a-6k, the Licensee shall notify the Commissioner, in writing, of activity commencement at least one (1) day prior to construction and of activity completion no later than five (5) days after conclusion.
- 4. For Coastal Licenses Only - License Notice.** The Licensee shall post the first page of the License in a conspicuous place at the work area while the work authorized therein is undertaken.
- 5. Unauthorized Activities.** Except as specifically authorized, no equipment or material, including but not limited to, fill, construction materials, excavated material or debris, shall be

¹ The Work Commencement condition and the need for a Work Commencement Form is not applicable to Flood Management Certification approvals.

deposited, placed or stored in any wetland or watercourse on or off-site. The Licensee may not conduct work within wetlands or watercourses other than as specifically authorized, unless otherwise authorized in writing by the Commissioner. Tidal wetlands means "wetland" as defined by section 22a-29 and "freshwater wetlands and watercourses" means "wetlands" and "watercourses" as defined by section 22a-38.

6. **Unconfined Instream Work.** Unless otherwise noted in a condition of the license, the following conditions apply to projects in non-coastal waters:
 - Unconfined instream work is limited to the period June 1 through September 30.
 - Confinement of a work area by cofferdam techniques using sand bag placement, sheet pile installation (vibratory method only), portadam, or similar confinement devices is allowed any time of the year. The removal of such confinement devices is allowed any time of the year.
 - Once a work area has been confined, in-water work within the confined area is allowed any time of the year.
 - The confinement technique used shall completely isolate and protect the confined area from all flowing water. The use of silt boom/curtain or similar technique as a means for confinement is prohibited.
7. **For State Actions Only - Material or Equipment Storage in the Floodplain.** Unless approved by a Flood Management Exemption, the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the Licensee or the Licensee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day. In accordance with the licensee's Flood Contingency Plan, the Licensee shall remove equipment and materials from the floodplain during periods when flood warnings have been issued or are anticipated by a responsible federal, state or local agency. It shall be the Licensee's responsibility to obtain such warnings when flooding is anticipated.
8. **Temporary Hydraulic Facilities for Water Handling.** If not reviewed and approved as a part of the license application, temporary hydraulic facilities shall be designed by a qualified professional and in accordance with the *Connecticut Guidelines for Soil Erosion and Sediment Control*, the *2004 Connecticut Stormwater Quality Manual*, or the *Department of Transportation's ConnDOT Drainage Manual*, as applicable. Temporary hydraulic facilities may include channels, culverts or bridges which are required for haul roads, channel relocations, culvert installations, bridge construction, temporary roads, or detours.
9. **Excavated Materials.** Unless otherwise authorized, all excavated material shall be staged and managed in a manner which prevents additional impacts to wetlands and watercourses.
10. **Best Management Practices.** The Licensee shall not cause or allow pollution of any wetlands or watercourses, including pollution resulting from sedimentation and erosion. In constructing

or maintaining any authorized structure or facility or conducting any authorized activity, or in removing any such structure or facility, the Licensee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. For purposes of the license, "pollution" means "pollution" as that term is defined by CGS section 22a-423. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, *2004 Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.

11. Work Site Restoration. Upon completion of any authorized work, the Licensee shall restore all areas impacted by construction, or used as a staging area or accessway in connection with such work, to their condition prior to the commencement of such work.

12. Inspection. The Licensee shall allow any representative of the Commissioner to inspect the project location at reasonable times to ensure that work is being or has been conducted in accordance with the terms and conditions of this license.

13. Change of Use. (Applies only if a use is specified within the License "Project Description")

- a. The work specified in the license is authorized solely for the purpose set forth in the license. No change in purpose or use of the authorized work or facilities as set forth in the license may occur without the prior written approval of the Commissioner. The Licensee shall, prior to undertaking or allowing any change in use or purpose from that which is authorized by this license, request permission from the Commissioner for such change. Said request shall be in writing and shall describe the proposed change and the reason for the change.
- b. A change in the form of ownership of any structure authorized herein from a rental/lease commercial marina to a wholly-owned common interest community or dockominium may constitute a change in purpose as specified in paragraph (a) above.

14. De Minimis Alteration. The Licensee shall not deviate from the authorized activity without prior written approval from the Commissioner. The Licensee may request a de minimis change to any authorized structure, facility, or activity. A de minimis alteration means a change in the authorized design, construction or operation that individually and cumulatively has minimal additional environmental impact and does not substantively alter the project as authorized.

- For diversion activities authorized pursuant to 22a-377(c)-2 of the Regulations of Connecticut State Agencies, a de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.

15. Extension Request. The Licensee may request an extension of the license expiration date. Such request shall be in writing and shall be submitted to the Commissioner at least thirty (30) days prior to the license expiration. Such request shall describe the work done to date, what work still needs to be completed, and the reason for such extension. It shall be the Commissioner's sole discretion to grant or deny such request.

- 16. Compliance Certification.** Not later than 90 days after completion of the authorized work, the Licensee shall prepare and submit to the Commissioner the attached Compliance Certification Form. Such Compliance Certification shall be completed, signed, and sealed by the Licensee and a Connecticut Licensed Design Professional. If non-compliance is indicated on the form, or the Commissioner has reason to believe the activities and/or structures were conducted in non-compliance with the license, the Commissioner may require the Licensee to submit as-built plans as a condition of this license.
- 17. Maintenance.** The Licensee shall maintain all authorized structures or work in optimal condition or shall remove such structures or facility and restore the affected waters to their pre-work condition. Any such maintenance or removal activity shall be conducted in accordance with applicable law and any additional approvals required by law.
- 18. No Work After License Expiration.** Work conducted after the license expiration date is a violation of the license and may subject the licensee to enforcement action, including penalties, as provided by law.
- 19. License Transfer.** The license is not transferable without prior written authorization of the Commissioner. A request to transfer a license shall be submitted in writing and shall describe the proposed transfer and the reason for such transfer. The Licensee's obligations under the license shall not be affected by the passage of title to the license site to any other person or municipality until such time as a transfer is approved by the Commissioner.
- 20. Document Submission.** Any document required to be submitted to the Commissioner under the license or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:
- Regulatory Section
Land & Water Resources Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, Connecticut 06106-5127
860-424-3019
- 21. Date of Document Submission.** The date of submission to the Commissioner of any document required by the license shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under the license, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three (3) days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in the license, the word "day" as used in the license means calendar day. Any document or action which is required by the license to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or a Connecticut or federal holiday.
- 22. Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under the license shall be signed by the Licensee and by the individual or individuals responsible for actually preparing such

document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense."

- 23. Accuracy of Documentation.** In evaluating the application for the license, the Commissioner has relied on information and data provided by the Licensee and on the Licensee's representations concerning site conditions, design specifications and the proposed work, including but not limited to representations concerning the commercial, public or private nature of the work or structures, the water-dependency of said work or structures, its availability for access by the general public, and the ownership of regulated structures or filled areas. If such information proves to be false, deceptive, incomplete or inaccurate, the license may be modified, suspended or revoked, and any unauthorized activities may be subject to enforcement action.
- 24. Limits of Liability.** In granting the license, the Commissioner has relied on all representations of the Licensee, including information and data provided in support of the Licensee's application. Neither the Licensee's representations nor the issuance of the license shall constitute an assurance by the Commissioner as to the structural integrity, the engineering feasibility or the efficacy of such design.
- 25. Reporting of Violations.** In the event that the Licensee becomes aware that they did not or may not comply, or did not or may not comply on time, with any provision of this license or of any document incorporated into the license, the Licensee shall immediately notify the agency contact specified within the license and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the agency contact, the Licensee shall provide, for the agency's review and written approval, a report including the following information:
- a. the provision(s) of the license that has been violated;
 - b. the date and time the violation(s) was first observed and by whom;
 - c. the cause of the violation(s), if known;
 - d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
 - e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
 - f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented; and
 - g. the signatures of the Licensee and of the individual(s) responsible for actually preparing such report.

If the violation occurs outside of normal business hours, the Licensee shall contact the Department of Energy and Environmental Protection Emergency Dispatch at 860-424-3333. The Licensee shall comply with any dates which may be approved in writing by the

Commissioner.

- 26. Revocation/Suspension/Modification.** The license may be revoked, suspended, or modified in accordance with applicable law.
- 27. Other Required Approvals.** License issuance does not relieve the Licensee of their obligations to obtain any other approvals required by applicable federal, state and local law.
- 28. Rights.** The license is subject to and does not derogate any present or future property rights or powers of the State of Connecticut, and conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state or local laws or regulations pertinent to the property or activity affected hereby.
- 29. Condition Conflicts.** In the case where a project specific special condition listed on the license differs from, or conflicts with, one of the general conditions listed herein, the project specific special condition language shall prevail. It is the licensee's responsibility to contact the agency contact person listed on the license for clarification if needed prior to conducting any further regulated activities.

BULKHEAD REPAIRS SHAW'S COVE

DRAWING LIST

| DRAWING No. | DRAWING TITLE |
|-------------|----------------------|
| 1 | TITLE SHEET |
| 2 | VICINITY MAP |
| 3 | TAX ASSESSOR'S MAP |
| 4 | EXISTNG SITE PLAN |
| 5 | PROPOSED REPAIR PLAN |
| 6 | EXISTING SECTION |
| 7 | PROPOSED SECTION |

GENERAL NOTES

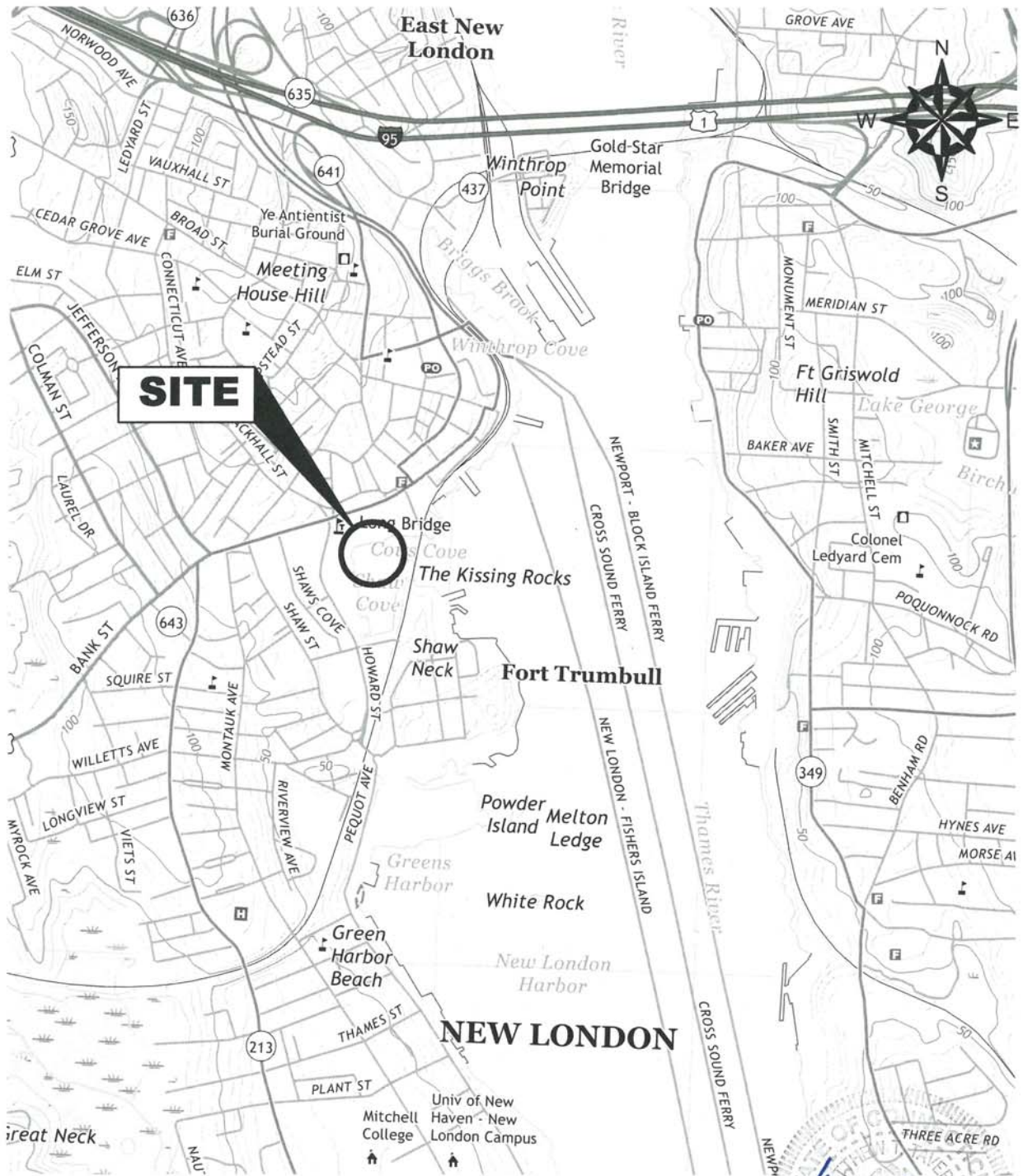
1. THE PURPOSE OF THESE DRAWINGS ARE FOR REGULATORY REVIEW ONLY.
2. VICINITY MAP TAKEN FROM USGS NEW LONDON QUADRANGLE.
3. ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
4. EXISTING BULKHEAD PLAN AND SECTION SCALED FROM PLAN TITLED "NEW LONDON HURRICANE PROTECTION, SHAW COVE, DIKE AND APPURTENANT STRUCTURES, FLOOD WALL DETAILS" BY THE DEPARTMENT OF THE ARMY, NEW ENGLAND DIVISION, CORPS OF ENGINEERS WITH A REVISION DATE OF 4-16-1979.
5. SUPPLEMENTAL INFORMATION OBTAINED BY GZA INC. ON 12/21/2016.
6. TIDAL INFORMATION TAKEN FROM BENCHMARK SHEET FOR NEW LONDON NOAA BENCHMARK
7. HIGH TIDE LINE WAS TAKEN AS 1 YEAR FREQUENCY TIDAL FLOOD FROM USACE NEW LONDON HARBOR READING AND CONVERTED FROM NGVD TO NAVD88 DATUM.



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| | | | |
|--|--|--|---|
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS |
| TITLE SHEET | PROJ MGR: MTT REVIEWED BY: DDF DESIGNED BY: LTH DRAWN BY: LTH DATE: JULY 2020 PROJECT NO. 05.0045937.00 | CHECKED BY: RJM SCALE: N/A REVISION NO. | FIGURE 1 SHEET NO. 1 OF 7 |



24000 12000 0 24000



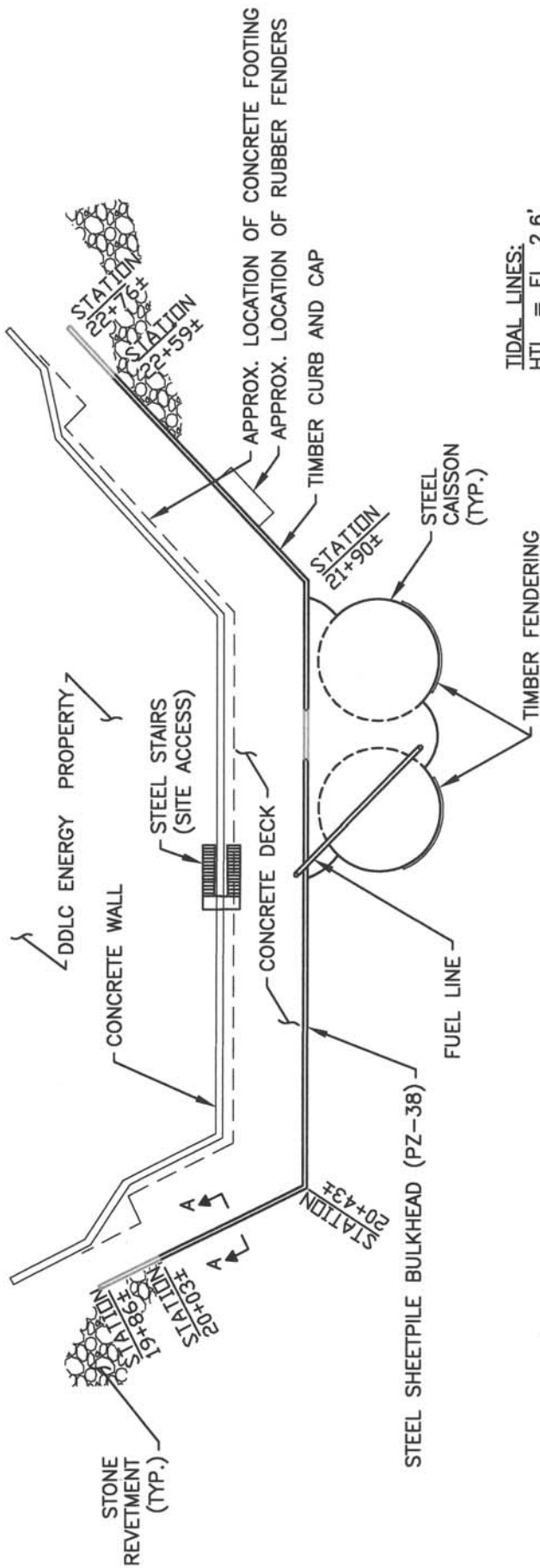
GRAPHIC SCALE: 1=24000



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| NO. | | ISSUE/DESCRIPTION | | BY | DATE |
|---|--|--|--------------------------------------|--|----------------------------|
| | | | | | |
| <p>SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT</p> | | <p>PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com</p> | | <p>PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS</p> | |
| <p>VICINITY MAP</p> | | <p>PROJ MGR: MTT</p> | <p>REVIEWED BY: DDF</p> | <p>CHECKED BY: RJM</p> | <p>FIGURE 2</p> |
| | | <p>DESIGNED BY: LTH</p> | <p>DRAWN BY: LTH</p> | <p>SCALE: 1"=24000'</p> | |
| | | <p>DATE: JULY 2020</p> | <p>PROJECT NO. 05.0045937.00</p> | <p>REVISION NO.</p> | <p>SHEET NO. 2 OF 7</p> |



TIDAL LINES:

HTL = EL. 2.6'
 CJL = EL. 2.1'
 MHW = EL. 0.9'
 MLW = EL. -1.7'
 ALONG FACE OF SEAWALL



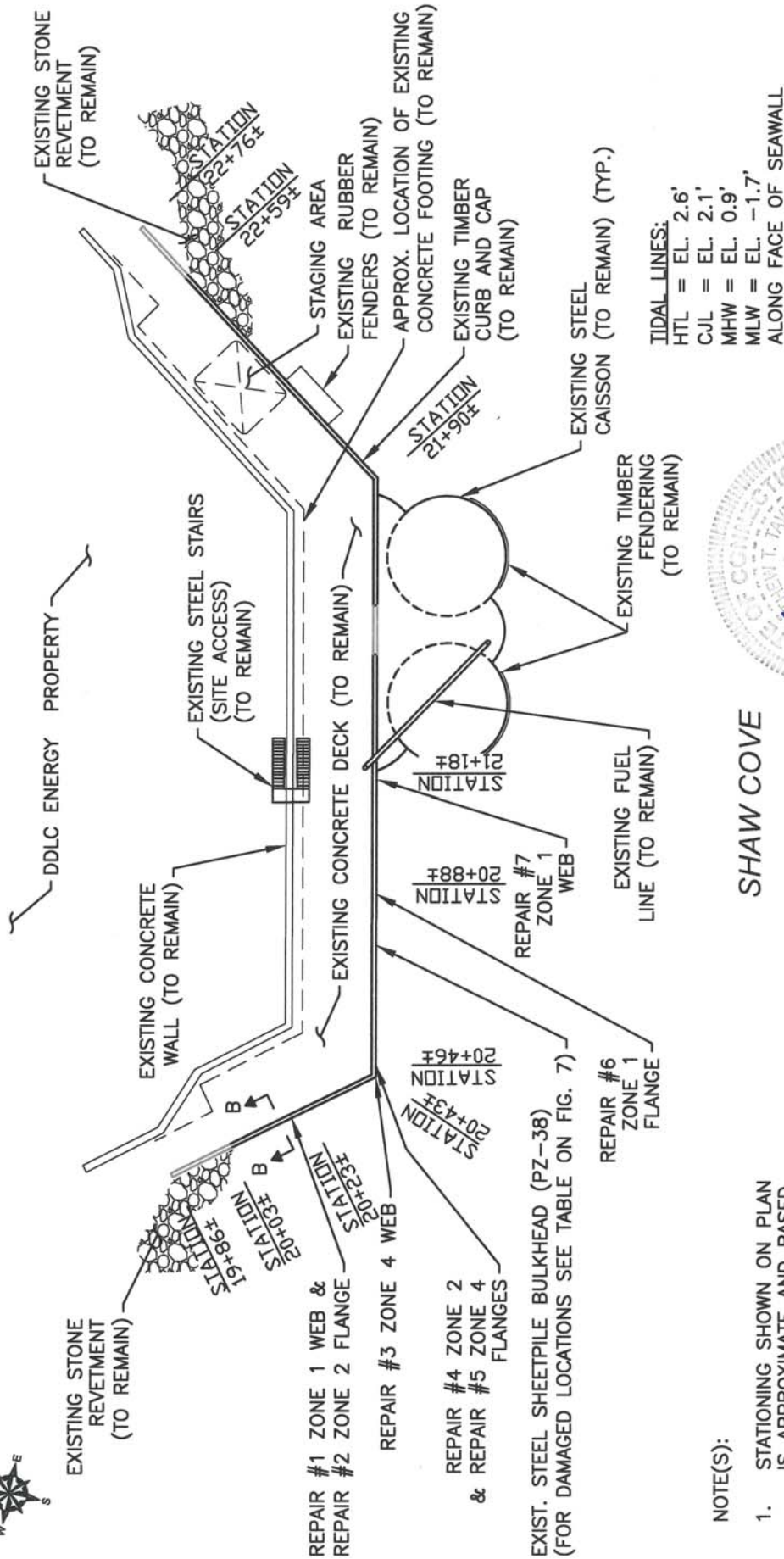
SHAW'S COVE



NOTE(S):

1. STATIONING SHOWN ON PLAN IS APPROXIMATE AND BASED ON PLAN REFERENCED IN GENERAL NOTES FOUND ON FIGURE 1.
2. CONCRETE DOLPHINS NOT SHOWN FOR CLARITY.

| | | | |
|---|------------------------------|---|--------------------|
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| PROJ. MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | FIGURE 4 |
| DESIGNED BY: LTH | DRAWN BY: LTH | SCALE: 1" = 40' | REVISION NO. |
| DATE: JULY 2020 | PROJECT NO. 05.0045937.00 | REVISION NO. | SHEET NO. 4 OF 7 |
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | EXISTING SITE PLAN | |
| NO. | ISSUE/DESCRIPTION | BY | DATE |
| | | | |
| UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REUSED, COPIED, OR ALTERED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GZA. ANY REUSE, COPIING, OR ALTERATION OF THIS DRAWING BY THE CLIENT OR OTHERS, WITHOUT THE PRIOR WRITTEN EXPRESS CONSENT OF GZA, WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA. | | | |



SHAW COVE

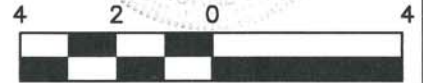
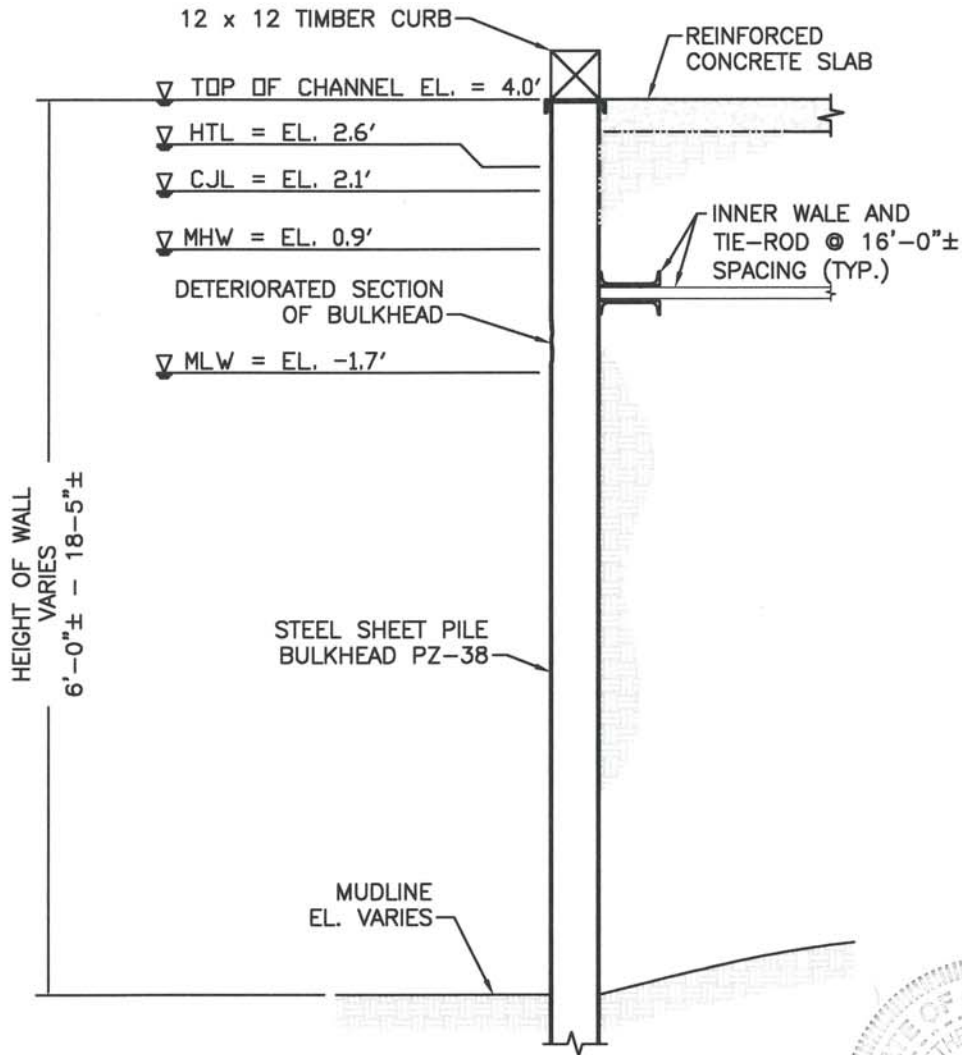


NOTE(S):

1. STATIONING SHOWN ON PLAN IS APPROXIMATE AND BASED ON PLAN REFERENCED IN GENERAL NOTES FOUND ON FIGURE 1.
2. CONCRETE DOLPHINS NOT SHOWN FOR CLARITY.

| | | | |
|---|------------------------------|---|--------------------|
| PREPARED BY: GZA GeoEnvironmental, Inc. Engineers and Scientists www.gza.com | | PREPARED FOR: CITY OF NEW LONDON DEPARTMENT OF PUBLIC WORKS | |
| PROJ MGR: MTT | REVIEWED BY: DDF | CHECKED BY: RJM | FIGURE 5 |
| DESIGNED BY: LTH | DRAWN BY: LTH | SCALE: 1" = 40' | REVISION NO. |
| DATE: AUGUST, 2020 | PROJECT NO. 05.0045937.00 | SHEET NO. 5 OF 7 | |
| SHAW'S COVE BULKHEAD REPAIR 410 BANK STREET NEW LONDON, CT | | | |
| PROPOSED REPAIR PLAN | | | |
| NO. | ISSUE/DESCRIPTION | BY | DATE |
| | | | |
| UNLESS SPECIFICALLY STATED BY WRITTEN AGREEMENT, THIS DRAWING IS THE SOLE PROPERTY OF GZA GEOENVIRONMENTAL, INC. (GZA). THE INFORMATION SHOWN ON THE DRAWING IS SOLELY FOR USE BY GZA'S CLIENT OR THE CLIENT'S DESIGNATED REPRESENTATIVE FOR THE SPECIFIC PROJECT AND LOCATION IDENTIFIED ON THE DRAWING. THE DRAWING SHALL NOT BE TRANSFERRED, REPRODUCED, COPIED, OR UTILIZED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF GZA. ANY OTHER LOCATION OR OTHER INFORMATION NOT SHOWN ON THIS DRAWING IS NOT THE PROPERTY OF GZA. THE USER'S SOLE RISK AND LIABILITY TO GZA WILL BE AT THE USER'S SOLE RISK AND WITHOUT ANY RISK OR LIABILITY TO GZA. | | | |

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GRAPHIC SCALE: 1=4

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SHAW'S COVE BULKHEAD REPAIR
 410 BANK STREET
 NEW LONDON, CT

EXISTING SECTION A-A

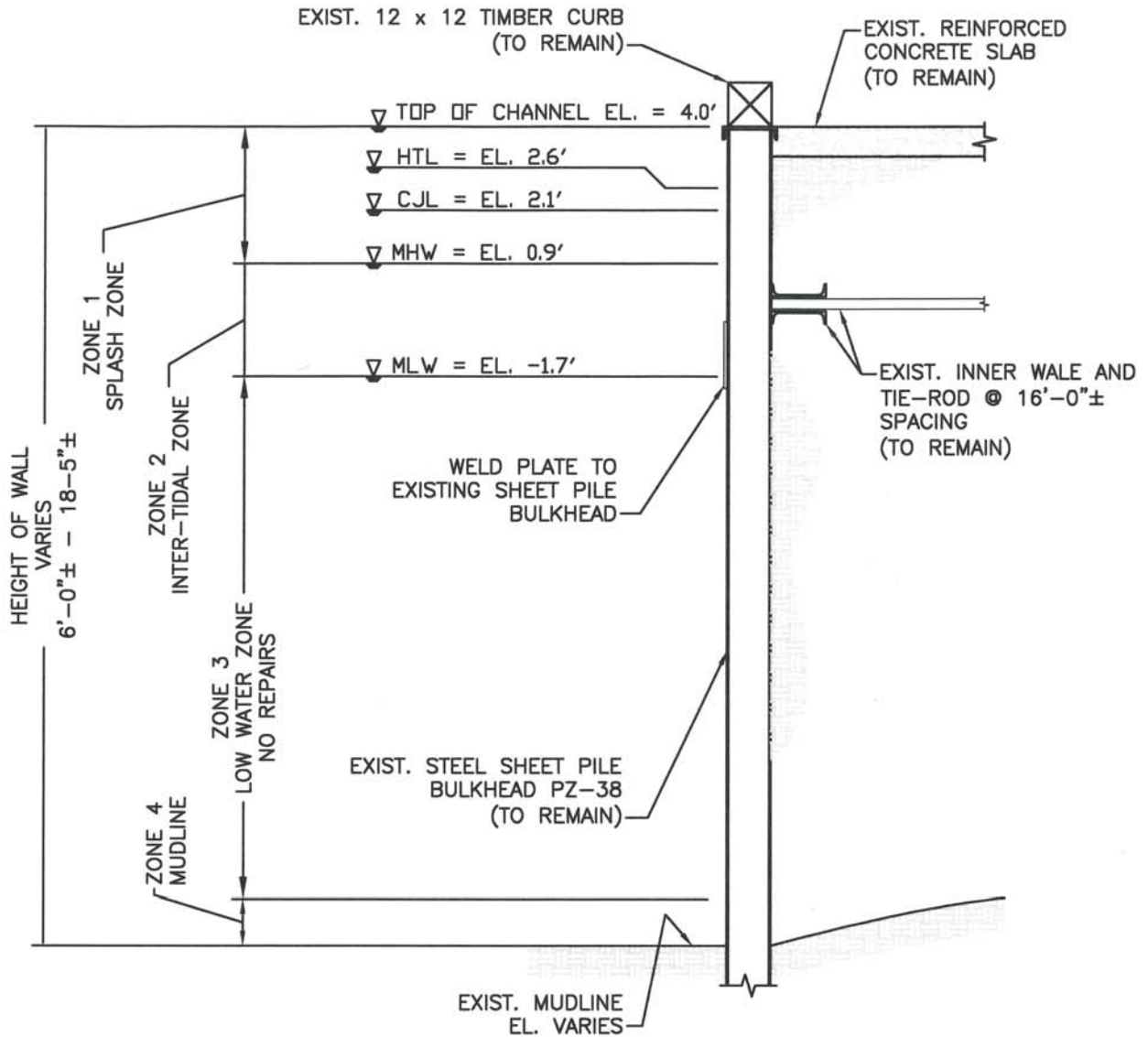
PREPARED BY:
GZA GeoEnvironmental, Inc.
 Engineers and Scientists
 www.gza.com

PROJ MGR: MTT REVIEWED BY: DDF
 DESIGNED BY: LTH DRAWN BY: LTH
 DATE: JULY 2020 PROJECT NO. 05.0045937.00

PREPARED FOR:
 CITY OF NEW LONDON
 DEPARTMENT OF PUBLIC WORKS

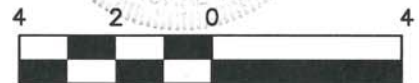
CHECKED BY: RJM
 SCALE: 1"=4'
 REVISION NO.

FIGURE 6
 SHEET NO. 6 OF 7



| REPAIR SCHEDULE | | | |
|-----------------|------|----------|-------------|
| STA. | ZONE | LOCATION | PLATE WIDTH |
| 20+23 | 1 | W | 0'-8" |
| 20+23 | 2 | F | 0'-4" |
| 20+43 | 4 | W | 0'-8" |
| 20+46 | 2 | F | 0'-4" |
| 20+46 | 4 | F | 0'-4" |
| 20+88 | 1 | F | 0'-4" |
| 21+18 | 1 | W | 0'-8" |

NOTE:
 W = WEB
 F = FLANGE



GRAPHIC SCALE: 1=4

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SHAW'S COVE BULKHEAD REPAIR
 410 BANK STREET
 NEW LONDON, CT

PREPARED BY:
GZA GeoEnvironmental, Inc.
 Engineers and Scientists
 www.gza.com

PREPARED FOR:
 CITY OF NEW LONDON
 DEPARTMENT OF PUBLIC WORKS

PROPOSED SECTION B-B

PROJ MGR: MTT REVIEWED BY: DDF
 DESIGNED BY: LTH DRAWN BY: LTH
 DATE: JULY 2020 PROJECT NO. 05.0045937.00

CHECKED BY: RJM
 SCALE: 3"=1'
 REVISION NO.

FIGURE
7
 SHEET NO. 7 OF 7



**Bureau of Water Protection & Land Reuse
Land & Water Resources Division**

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

Land Record Filing*

To: DO NOT FILE

Signature and

NOTE: Due to the electronic delivery of this license and the legal requirement to have a live signature on this document, the “Land Record Filing” as detailed in General Condition #1 will be sent to the Licensee via U.S. Mail for the Licensee to file with the city/town clerk.

Date:

Subject: _____
License # _____

If you have any questions pertaining to this matter, please contact the Land & Water Resources Division at 860-424-3019.

~~Return to:~~

~~Land & Water Resources Division
State of Connecticut
Department of Energy & Environmental Protection
79 Elm Street
Hartford, CT 06106-5127~~

*The Licensee shall file the Land Record Filing on the land records of the municipality in which the subject property is located not later than thirty (30) days after license issuance pursuant to Connecticut General Statutes (CGS) Section 22a-363g. A copy of the Notice with a stamp or other such proof of filing with the municipality shall be submitted to the Commissioner no later than sixty (60) days after license issuance.



LWRD Work Commencement Form

To: Regulatory Section
Department of Energy and Environmental Protection
Land & Water Resources Division
79 Elm Street
Hartford, CT 06106-5127

Licensee Name: City of New London, Public Works and Engineering
Municipality in which the project is occurring: New London
DEEP License No(s): 202009558-COP

CONTRACTOR(s):

1 Name: _____
Address: _____
Telephone: _____
E-mail: _____

2 Name: _____
Address: _____
Telephone: _____
E-mail: _____

3 Name: _____
Address: _____
Telephone: _____
E-mail: _____

Date Contractor(s) received a copy
of the license and approved plans: _____

EXPECTED DATE OF COMMENCEMENT OF WORK: _____

EXPECTED DATE OF COMPLETION OF WORK: _____

LICENSEE: _____
(Signature) (Date)



Compliance Certification Form

The following certification must be signed by the licensee working in consultation with a Connecticut-licensed design professional and must be submitted to the address indicated at the end of this form within ninety (90) days of completion of the authorized work.

| | |
|--|------------------|
| 1. Licensee Name: <u>City of New London, Public Works/Engineer</u> | |
| DEEP License Number(s): <u>202009558-COP</u> | |
| Municipality in which project is occurring: <u>New London</u> | |
| 2. Check one: | |
| (a) <input type="checkbox"/> "I certify that the final site conditions and / or structures are in general conformance with the approved site plans". Identify and describe any deviations and attach to this form. | |
| (b) <input type="checkbox"/> "The final site conditions and / or structures are not in general conformance with the approved site plans. The enclosed "as-built" plans note the modifications". | |
| 3. "I understand that any false statement in this certification is punishable as a criminal offence under section 53a-157b of the General Statutes and under any other applicable law." | |
| _____ Signature of Licensee | _____ Date |
| _____ Name of Licensee (print or type) | |
| _____ Signature of CT-Licensed Design Professional | _____ Date |
| _____ Name of CT-Licensed Design Professional (print or type) | |
| _____ Professional License Number (if applicable) | Affix Stamp Here |
| <ul style="list-style-type: none"> • As-built plans shall include: elevations or tidal datums, as applicable, and structures, including any proposed elevation views and cross sections included in the approved license plans. Such as-built plans shall be the original ones and be signed and sealed by an engineer, surveyor or architect, as applicable, who is licensed in the State of Connecticut. • The Licensee will be notified by staff of the Land and Water Resources Division (LWRD) if further compliance review is necessary. Lack of response by LWRD staff does not imply compliance. | |
| <p>Submit this completed form to :</p> <p>Regulatory Section Department of Energy and Environmental Protection Land & Water Resources Division 79 Elm Street Hartford, CT 06106-5127</p> | |

SAMPLE

CONTRACT FORMS

CONTRACT FOR SERVICES

THIS AGREEMENT made and entered into this **XX** day of **Month, 2021**, by and between (**Legal Name, address, city & state**), hereinafter called "**Contractor**" and the City of New London, 181 State Street, New London, CT 06320, hereinafter called "**City**."

WHEREAS, the City desires to enter into a contract for the (**state work being performed**) and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this contract to the satisfaction of the City, therefore this contract is entered into under the following terms and conditions:

- 1.** The Contractor agrees to perform the services described below or in attachments if applicable. Only those attachments specifically referenced in this Contract for Services shall apply. The terms and conditions as contained in this Contract for Services shall take precedence over any conflicting terms as may be attached hereto.
- 2. Term of the Contract:** The start date for this Contract shall be **Month/Day, 2021** and the completion date of this Contract shall be **Month/Day, 2021**, time being of the essence.
- 3. Contract Price:** The City shall pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed for the price of (**written amount**) (**\$dollar amount**).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Because (i) anticipated damages hereunder are uncertain in amount and difficult to prove, (ii) the parties hereto wish to liquidate said damages in advance, and (iii) monies paid pursuant to this Agreement are not greatly disproportionate to the damage reasonably anticipated in the event of default, it is further agreed that if Contractor shall not complete all of its obligations under this contract within the time period and by the completion date specified in Paragraph 2 herein, Contractor shall pay liquidated damages to the City at a rate of \$___1000_____ per day for every day beyond the completion date until such time as the Contractor finally completes all of its obligations under this Contract.

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

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

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

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

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

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

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

- h. Contractual Liability Insurance covering the liability assumed by the Contractor under the fifth paragraph of that subsection titled "Obligations and Liability of Contractor" of this Agreement.
- i. Owner's Protective Liability and Property Damage Insurance to protect the City and any Engineer against claims for Property damage and for bodily injuries, including accidental death, caused by the operations of the Contractor or his subcontractors on the Work. The policy shall indicate the City and any Engineer as the named insured. A copy of the policy shall be furnished to the City and a Certificate of Insurance shall be furnished to any Engineer.

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

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

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

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

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

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

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

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

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

11. Obligations in Event of Termination:

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

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

12. Record keeping, Audit, and Inspection of Records: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly

substantiate claims for payment under the Contract. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Federal grantor agency, the State Auditor, the City, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review, and copying of records.

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

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

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

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

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

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

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

A. (a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Section

32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

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

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

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

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

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

B. (a) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative

of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut General Statutes; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the contractor that relate to the provisions of this section and Section 46a-56 of the Connecticut General Statutes.

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

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

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

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

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

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

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

19. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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

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

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

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

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

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

OWNER:

CONTRACTOR:

Michael Passero
Its Mayor

Its Duly Authorized Agent

Approved as to form:

Jeffrey T. Londregan, Esq., Director of Law

Date Signed _____

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.

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.

| | |
|--|--|
| <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>Asian or Pacific Islander- 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. American Indian or Alaskan Native- 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> |
|--|--|

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

| | |
|---|---|
| <p>Company Name: Street Address: City & 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 <input type="checkbox"/> No <input type="checkbox"/></p> <p>-Bidder is a minority business enterprise? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/></p> <p>American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/></p> <p>Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>-Bidder is certified as above by State of CT? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>Bidder Parent Company: (If any)</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 <input type="checkbox"/> No <input type="checkbox"/></p> | <p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input type="checkbox"/></p> |
| <p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input type="checkbox"/> No <input type="checkbox"/></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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> |
| <p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input type="checkbox"/> No <input type="checkbox"/></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 <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/></p> |
| <p>6. Does your company have a collective bargaining agreement with workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>12. Does your company have a written affirmative action Plan? Yes <input type="checkbox"/> No <input type="checkbox"/> If no, please explain.</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 <input type="checkbox"/> No <input type="checkbox"/></p> | <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and phone number:</p> |

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

| 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 | <input type="checkbox"/> | <input type="checkbox"/> | | | Work Experience |
| Private Employment Agencies | <input type="checkbox"/> | <input type="checkbox"/> | | | Ability to Speak or Write English |
| Schools and Colleges | <input type="checkbox"/> | <input type="checkbox"/> | | | Written Tests |
| Newspaper Advertisement | <input type="checkbox"/> | <input type="checkbox"/> | | | High School Diploma |
| Walk Ins | <input type="checkbox"/> | <input type="checkbox"/> | | | College Degree |
| Present Employees | <input type="checkbox"/> | <input type="checkbox"/> | | | Union Membership |
| Labor Organizations | <input type="checkbox"/> | <input type="checkbox"/> | | | Personal Recommendation |
| Minority/Community Organizations | <input type="checkbox"/> | <input type="checkbox"/> | | | Height or Weight |
| Others (please identify) | <input type="checkbox"/> | <input type="checkbox"/> | | | Car Ownership |
| | <input type="checkbox"/> | <input type="checkbox"/> | | | Arrest Record |
| | <input type="checkbox"/> | <input type="checkbox"/> | | | 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) |
|-------------|---------|---------------|-------------|

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKERS REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state, other than municipalities, shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to the Commission's responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer;
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION:

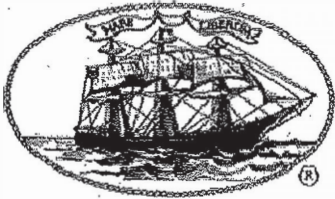
1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation, gender identity or expression once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE
UNIT

450 Columbus Boulevard, Suite 2
Hartford, CT 06103
(860) 541-4709

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT



City of New London

Department of Finance-Purchasing Agent

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

Anti-Fracking Provision

We _____ hereby submit a bid for materials, equipment and/or labor for the City of New London. The Bid is for bid documents titled **Bid No. 2022-01 Shaw's Cove Bulkhead Repairs of the Metal Retaining Wall**. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of New London as a result of the submittal of this bid if selected.

DATE

Signature of Authorized Signer

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 _____ 2022.

(Principal) (Seal)

(Title)

(Surety) (Seal)

(Title)

(Witness)

(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.

(Corporate Principal)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

_____ By

Affix
Corporate
Seal

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, Contractor 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.

(Corporate Principal)

Attest:

(Business Address)

By

Affix
Corporate
Seal

(Corporate Surety)

Attest:

(Business Address)

By

Affix
Corporate
Seal

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 SUBCONTRACTOR

State of _____)
County of _____) ss.

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

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

Signed _____

Title _____

Subscribed and sworn before me this

_____ day of _____ 20____

(Notary Public)

My Commission expires _____

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

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

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

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

DATE

Signature of Authorized Signer

CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

Bidder's Name _____

Address and Zip Code _____

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

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

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

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

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

Yes () No () Not Required ()

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

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

Name and Title of Signer (Please Type)

Signature

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

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

Date: _____

By: _____

Official Address: _____

Title: _____
