



City of New London

Department of Finance-Purchasing Agent

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

2022-04 CMAR Community Center

Request for Proposals

Specifications and Proposal Documents Attached

Proposal No.: 2022-04

Opening Date and Time: October 29th, 2021 @ 2:00 P.M.

Title: Construction Manager at Risk – New London Community Recreation Center

Special Instructions:

1. **Site Visits are recommended**
2. **All questions should be directed to Greg Benson by email at gbenson@bdconnect.com and Randall Simons at rsimons@bdconnect.com no later than October 15, 2021 by 4:00 P.M. Please copy Joshua Montague at jmontague@newlondonct.org on all inquiries.**
3. **PROJECTED start date of construction is May 2nd, 2022.**

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

Sealed Proposal No.: 2022-04

Not to be opened until October 29th, 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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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 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 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.

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

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Tenant 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 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 – Five million dollars (\$5,000,000.00) 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.

Umbrella- Ten Million (\$10,000,000) each occurrence; Ten Million (\$10,000,000) aggregate.

Pollution Liability- Five Million (\$5,000,000) each occurrence, Five Million (\$5,000,000) each aggregate.

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.

Workers' Compensation and WC Statutory Limit Employers' Liability

EL Each Accident	\$500,000
EL Disease Each Employee	\$500,000
EL Disease Policy Limit	\$500,000

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

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.

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.

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

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

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.

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PART 1 - PROJECT INTRODUCTION AND INSTRUCTIONS FOR OFFERORS

1.0 Procurement Overview

The City of New London, Connecticut (“New London”) is issuing this Request for Proposals (“RFP”) to engage offerors (“Offeror(s)”) interested in serving as the Construction Manager at Risk (“CMAR” or “Contractor”) for the construction of a new Community Recreation Center at Parcel 3C of Fort Trumbull Park located near 75 Goshen St. (“Project”).

1.1 Project Overview

New London is issuing this RFP to engage a Construction Manager at Risk (“CMAR”) to provide all work and construction services required to construct and implement the approved design for the Community Recreation Center project (collectively the “Work”). The current Concept Design report and drawings will be issued via addendum as **Attachment A**. Upon completion of the Permit Drawings, which will serve as the Bid Documents, the CMAR will develop and submit a Guaranteed Maximum Price (“GMP”) proposal to New London to complete the work.

The site is approximately 324,000 square feet, or 7.4 acres, and is bounded by Chelsea Street to the north, East Street to the east, Walbach Street to the south, and Goshen Street to the west. The new Community Recreation Center (“CRC”) will provide a permanent indoor home for existing Recreation and Youth Affairs programs and expand opportunities for additional indoor programs. The CRC will empower New London Recreation to further serve many more residents in a sustainable way and to benefit the entire community. Every decision regarding the CRC’s program, location, and operations will be made with the residents of New London at the forefront.

New London has contracted with Brailsford & Dunlavy, Inc. to serve as the Owner’s Project Manager (“OPM”) and has engaged Silver Petrucelli and Associates to serve as the “Architect/Engineer” or “A/E” for this Project.

1.2 Project Background

The CRC’s program is designed to accommodate a variety of different uses that also achieve the City’s strategic goals, as defined in the project criteria, and responds to the needs voiced through community and stakeholder engagement. The outcome is a program that will enhance the lives of New London residents and generate revenue for fiscal sustainability. The new CRC is envisioned to be approximately 62,000 square feet and include the following program elements; a two-court gymnasium, a six-lane indoor pool, a fitness center, lounge / game room, multipurpose rooms, and administrative offices, among others. The selected Contractor will be required to facilitate construction of a new recreational facility to meet New London’s programmatic requirements.

An aerial image of the site, project criteria and definition overview, program of architectural requirements, summary schedule, and previously completed environmental site assessments are included as **Attachments B1 - B5** herein.

1.3 Project Budget and Funding Limitations

The total Budget for the project is \$30 million, with an anticipated hard cost construction budget of approximately \$22 million, inclusive of direct and indirect construction costs.

1.4 Compensation

As is more fully described in the contract between New London and the Contractor (“Agreement” or “Contract”), this will be a cost plus a fixed fee with Guaranteed Maximum Price (“GMP”) contract (AIA Document A133 – 2019, along with A133 – 2019 Exhibit A “GMP Amendment”). The form of Agreement will be issued via addendum to the RFP as **Attachment C**, and shall, together with the City of New London’s Standard Invitation for Bids and Contract Terms and Conditions, constitute the “Contract”. Offerors are not required to submit trade costs nor a proposed GMP with their proposals. Offerors are advised, however, that adjustments will only be made to the fee and the maximum cost of general conditions should (i) the overall dollar amounts allocated for the Project increase by more than (10%) above the approved budget for the Project as of the date of issuance of this RFP; or (ii) if New London elects to delay or extend the Project schedule beyond December 31st, 2023 for reasons other than delay caused by the CMAR, and in such an instance, only in accordance with the terms of the resulting Agreement.

1.5 Substantial Completion Date

The Community Recreation Center Project shall be Substantially Completed by September 22nd, 2023 (the “Substantial Completion Date”).

1.6 Project Delivery Method

New London intends to implement the Project through a Construction Manager at Risk (“CMAR”) delivery method. As soon as the Schematic Design Phase, New London will engage a CMAR contractor (“CMAR Contractor”) who will be required to coordinate with the A/E to ensure that the design developed by the A/E is consistent with New London’s budget and schedule for the Project. The CMAR Contractor’s scope of work for the Project (“Scope of Work”) will be divided into two phases: (i) Preconstruction Phase; and (ii) the Construction Phase. The CMAR Contractor will be required to actively participate in the development of the design documents by providing cost estimating, scheduling, identifying long-lead purchasing items and performing constructability reviews. New London expects that as the permit/construction documents are completed by the A/E, the CMAR Contractor will obtain quotes from trade subcontractors and provide a Guaranteed Maximum Price (“GMP”) based on the approved set of documents. New

London also anticipates developing one or more early release packages to begin construction as soon as possible to maintain the overall project schedule.

1.7 New London Designated Point of Contact

New London's sole point of contact ("POC") for matters related to this RFP is the only individual authorized to discuss this RFP with any interested parties, including Offerors. All communications with New London's POC about the Project or this RFP shall be sent in writing to:

Name:	Joshua Montague
Title:	Accounting Purchasing Agent City of New London
E-mail:	JMontague@newlondonct.org
CC:	Felix Reyes
Title:	Director of Economic Development & Planning City of New London
E-mail:	FReyes@newlondonct.org

New London disclaims the accuracy of information derived from any source other than New London's POC, and the use of any such information is at the sole risk of the Offeror. All communications and requests for information shall be submitted in writing by the Offeror's point of contact identified in the Submission. Written communications to New London from Offerors shall specifically reference being associated with the New London Community Recreation Center Project.

1.8 CMAR Designated Point of Contact

All Offerors responding to this RFP shall provide the name, address, phone number and email address of its designated point of contact to New London's POC as part of its proposal, as noted in **Part 1, Section 1.7**. Offerors shall fill out acknowledgement and contact form **Attachment D** and notify New London of any changes in the Offeror's designated point of contact's information. Notification of change(s) may be communicated by email and shall be as soon as practicable following the event(s) causing the change(s). Failure to identify a designated point of contact in writing may result in the Offeror failing to receive post-bid addenda or other important communications from New London, for which New London shall not be responsible.

1.9 Procurement Schedule and Project Milestones

1.9.1 Procurement Schedule

New London anticipates conducting the procurement of the Project in accordance with the Procurement Schedule. The Procurement Schedule is subject to revision and New London reserves the right to modify this schedule as it finds necessary, in its sole discretion.

- RFP for CMAR Advertisement: October 4th, 2021
- Pre-Proposal Conference (mandatory) / Site Visit: October 8th, 2021
- RFP Questions due to New London: October 15th, 2021 4:00 P.M.
- Proposals Submission Due date: October 29th, 2021 2:00 P.M.
- Notice of Award (CMAR) December 3rd, 2021
- Notice to Proceed / Letter Contract December 6th, 2021

1.9.2 Project Schedule

Further, New London has established the following milestones for the Project, and Offerors shall base their Proposals on such milestones.

1.9.2.1 Substantial Completion Date shall be no later than the date set forth in **Section 1.5**; and

1.9.2.2 If an Offeror proposes a Substantial Completion Date earlier than that shown in **Part 1, Section 1.5**, and New London agrees to such proposed date, such proposed date will be deemed by New London as the contractual Substantial Completion Date for the Agreement for all purposes, including liquidated damages.

<u>Project Schedule</u>	
Submit Baseline Schedule	December 13th, 2021
Initial “GMP” Estimate (Based on DDs)	March 18 th , 2022
Value Engineering	March/April 2022
Early Package Development and Bidding	March/April 2022
Complete GMP Bid Set (by A/E)	April 22 nd , 2022
Trade Bidding (GMP)	April/May 2022
Submission of GMP	May 20, 2022
Finalize GMP	June 10, 2022
Council Approval of GMP	June 13, 2022
Project Substantial Completion	September 22, 2023

1.10 Selection Criteria

Proposals will be evaluated in accordance with **Part 3** of this RFP.

1.11 Economic Inclusion

New London requires that Local, Small and Minority-Owned Business Enterprises participate in this Project as fully described in **Part 4** of this RFP.

In addition to Local, Small and Minority-Owned Business participation as described in **Part 4** of the RFP, New London requires that City of New London Residents participate in the Project to the greatest extent possible.

1.12 RFP Documents

The documents included in this RFP consist of this RFP in all its parts, all addenda, attachments and exhibits contained or identified in the RFP's sections (Collectively the "RFP Documents"). Each Offeror shall review the RFP Documents and provide questions or requests for clarification, including but not limited to terms that it considers to be ambiguous or to which it takes exception. Such questions or requests for clarification will be submitted to New London's POC within the time specified in **Part 1, Section 1.9.1** of this RFP. New London will review all questions and/or requests for clarification received and, if it deems appropriate, in its sole discretion, may modify the RFP Documents through an addendum. Offerors shall base their Proposals on the terms and conditions of the RFP Documents included in the latest issued addenda.

The Attachments to this RFP are fully listed in **Part 9** of this RFP.

1.13 Obligation to Meet All of the Requirements of the RFP Documents

If awarded the Agreement, the CMAR will be obligated to meet all of the requirements of the RFP Documents for the Project Budget and within the Agreement schedule.

1.14 Offeror's Pre-Proposals Responsibilities and Representations

Each Offeror shall be solely responsible for examining the RFP Documents, including any addenda issued to the RFP, and any and all conditions which may in any way affect the Offeror's Proposal or the performance of the work on the Project, including but not limited to:

- a) Examine and carefully study the RFP Documents, including any addenda and other information or data identified in all of the RFP Documents;
- b) Visit the Project site and become familiar with and satisfy itself as to the general, local, and site conditions that may affect the fees required to be submitted with the Offeror's Proposal;
- c) Address all potential impacts with third parties and ensure all such impacts have been included in the Offeror's Proposal;
- d) Become familiar with and aware of all federal, state, and local laws and regulations that may affect the cost, progress, or performance of its work on the Project;
- e) Determine that the RFP Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of Offeror's work on the Project; and
- f) Notify New London in writing of all conflicts, errors, ambiguities, or discrepancies that Offeror discovers in the RFP Documents.

Any failure to fulfill these responsibilities is at the Offeror's sole risk and no relief will be provided by New London.

PART 2 - PROJECT REQUIREMENTS

2.0 Scope of Work

Under this RFP, New London will engage a CMAR to provide any and all construction services required to complete the Project. The Project shall be complete, operating and ready for use on or before the Substantial Completion Date and within the Project's budget as specified in **Part 1, Section 1.3** and **Section 1.5** of this RFP.

The Project will be located at Parcel 3C of Fort Trumbull Park, New London, CT.

Generally, the CMAR's responsibilities shall include, but will not be limited to, the following:

- a) To confirm the construction of the Project in accordance with the design documents completed by New London's contracted Architect.
- b) To provide all preconstruction and construction phase management services necessary to implement the goals of the Project inclusive of, but not limited to, the following: civil, architectural, electrical, structural, and mechanical design services as required for the Project (by the A/E); construction management services inclusive of budgeting, value engineering ("Value Engineering"), scheduling, project administration, management, and coordination of subcontractors.
- c) To conduct additional subsurface investigations and perform remediation work if and as required for the Project.
- d) To furnish and provide all materials, management, personnel, equipment, hazardous material abatement, supervision, labor, and other services necessary to complete the Project.

2.1 Construction Manager's Duties; General Intent

The selected CMAR will be required to work with the A/E and New London to construct the approved design by the Substantial Completion Date. The CMAR will be required to engage in preconstruction efforts; to solicit competitive trade bids for the construction work and to develop an agreed upon GMP and corresponding scope and schedule for the work; and to implement the requisite construction and other work necessary no later than the dates set forth in this RFP. The CMAR will be required to provide a Project ready for occupancy by New London by the Substantial Completion Date and shall be responsible for all items of cost except for those items set forth in **Section 2.12** of this RFP.

2.2 Preconstruction Phase

221 Initial Deliverables

The Preconstruction Phase will start from the issuance of the notice to proceed through the execution of the Agreement. The Form of Agreement will be provided via Addendum as **Attachment C**. Offerors should carefully review the Form of Agreement when submitting their proposal. Offerors are advised that they are required to submit their Proposals premised upon agreeing to a contract that is substantially similar to the Form of Agreement and that any

proposed changes to the Form of Agreement must be clearly identified and described in their proposal. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Provisions, and the Agreement, the order of precedence shall be: the Agreement; Standard Contract Terms and Conditions; and the RFP. An Offeror shall be required to accept any provision for which requested changes are not specifically identified and described in the Offeror's proposal.

The selected CMAR shall prepare and provide the following deliverables during the Preconstruction Phase:

2.2.1.1 Baseline Schedule. Within seven (7) days after the Preconstruction NTP is issued, the CMAR shall prepare and submit an updated Baseline Schedule for the Project (the "Baseline Schedule"); the initial Baseline Schedule shall be submitted with Offeror's proposal as further explained in Section 3.4.3. The Baseline Schedule shall be subject to review and approval by New London and the CMAR shall incorporate such adjustments to the Baseline Schedule as may be reasonably requested by New London. The Baseline Schedule shall be prepared in a critical path method ("CPM") in a sufficient level of detail to permit New London and the CMAR and any other affected parties to properly plan the Project. The Baseline Schedule shall show: (i) key design milestones and bid packages; (ii) release dates for long lead items; (iii) release dates for key subcontractors; and (iv) Substantial and Final Completion Dates. The Baseline Schedule shall include durations and logic ties for all building systems. The Baseline Schedule shall be cost-loaded \ and shall be updated by the CMAR, at a minimum, on a bi-weekly basis.

2.2.1.2 Construction Management Plan. The CMAR shall submit a draft of its construction management plan ("Construction Management Plan") within twenty-one (21) days after the Preconstruction NTP is issued to include, but is not limited to, noise control, hours for construction and deliveries, truck routes, trash and debris removal plan, traffic and parking control, communications procedures, emergency procedures, quality control procedures, dust control, public street cleaning and repair, planned occupancy of public ways, erosion control, tree protection plan, vibration monitoring, temporary fire protection measures, project signage, pest control, construction staging plan, and construction logistics plan.

2.2.1.3 Schematic Design Cost Estimate. Within twenty-one (21) days after the Preconstruction NTP, the Construction Manager shall prepare a cost estimate of the latest design documents, presumably the 100% Schematic Design documents. The estimate should include a breakdown by division and identify cost related to any add alternates. The Construction Manager shall solicit input from the subcontractor market to the extent possible.

2.2.1.4 Constructability / Sole Source / Long-Lead Time Memorandum. Concurrently with the Construction Management Plan, the Construction Manager shall prepare a memorandum identifying key construction concerns related to the project. Such memorandum shall: (i)

assess the constructability issues related to the Project, including site logistics; (ii) identify any items where the design is predicated on a single manufacturer and, if so, identify at least two (2) comparable products; and (iii) identify any long-lead delivery items that could adversely affect the schedule contemplated in this RFP. To the extent any such long-lead items are identified, the memorandum shall make recommendations for addressing such items.

2.2.1.5 Bidding Procedures. During the preconstruction phase, the Construction Manager shall produce a memo regarding the proposed bidding procedures which shall include: (i) a list of proposed trade packages; (ii) a list of trade subcontractors that will be invited to bid on each such package; and (iii) a narrative description of the process, including preliminary thoughts on the formation of the Project Labor Agreement ("PLA"). At least three (3) potential subcontractors shall be identified for each trade package. In addition to the information normally required in such bids, the Construction Manager shall also require subcontractors to provide an estimate of the percentage of labor hours performed in completing the subcontracted work that will be performed by New London residents. A copy of this deliverable shall be provided to the City of New London. The Construction Manager shall have at least one "over the shoulder" review session for each major trade package with the Architect. These "over the shoulder" review sessions shall be scheduled at appropriate times for such review.

2.2.1.6 Value Engineering & Scope Assessment. Based on the progress of the design documents and pre-construction cost estimating, the Construction Manager shall prepare a written report of suggested value engineering strategies necessary to reconcile the costs of constructing the Project within New London's Project Budget. The Construction Manager shall meet with New London representatives to discuss any value engineering and changes in scope required to bring the project costs within the Project Budget.

2.2.1.7 GMP Formation. Based on any value engineering, scope modifications and approved changes in the Project Budget, the Construction Manager shall prepare and submit to New London a final GMP proposal no later than May 20th, 2022. New London GMP proposal shall represent the Construction Manager's offer to Fully Complete the Project. The GMP proposal shall include: (i) a line-item construction budget; (ii) a detailed CPM schedule; (iii) a listing of the drawings upon which the GMP is based; (iv) a Small, Local and Minority-Owned Business utilization plan; and (v) a workforce utilization plan. In the event that New London and the Construction Manager are unable to agree upon a GMP or schedule for the Project, New London shall have the right to terminate the contract and assume any trade subcontracts held by the Construction Manager. In such an event, the Construction Manager shall only be entitled to Fifty Percent (50%) of the Preconstruction Fee.

2.2.1.8 Additional Preconstruction Services. In addition to those items enumerated above, the Construction Manager shall provide such preconstruction services as are necessary to properly advance the Project. These services shall include, but are not limited to, scheduling, estimating, shop-drawings, the ordering of long-lead materials, condition

assessments, conservator studies, archeological studies, recommended testing, additional geotechnical testing, hazardous material assessment, and monitoring of historic assets.

2.2.1.9 Deliverables Liquidated Damages. The Construction Manager acknowledges that New London is engaging the Construction Manager to provide an extensive level of preconstruction support services to minimize the potential for cost overruns, schedule delays or the need for extensive Value Engineering/re-design late in the Project and that the deliverables required under this **Section 2.2.1** are key to identify the value of such services. In the event the Construction Manager fails to deliver any of the deliverables required in **Section 2.2.1.1, Section 2.2.1.2, Section 2.2.1.3, Section 2.2.1.4, and Section 2.2.1.7** (and unless such failure is the result of any event of Force Majeure), the Construction Manager shall be subject to liquidated damages in an amount of One Thousand Five Hundred Dollars (\$1,500) per day after receiving written notice from New London of failure to submit such deliverables.

2.2.1.10 Permits. The Contractor will be responsible for preparing and submitting trade permit applications that are necessary for the construction of the Project. The CMAR shall provide assistance and input, if and as requested by New London, for all required building permits through the review process.

The CMAR shall update New London with the status of each permit that is under the CMAR's responsibility. The CMAR shall engage such permit expeditors as the CMAR deems necessary or appropriate considering the Project's schedule.

The A/E will take the lead on acquiring the building permit. The CMAR will take over managing the permit process once they are awarded the contract.

2.2.1.11 Self-Performed Work. The CMAR and its affiliates may not carry out trade work with its own forces without the New London's written permission, which permission may be withheld or conditioned by New London in its sole and absolute judgment.

2.2.1.12 Abatement & Selective Demolition. New London may release the Construction Manager to commence hazardous material abatement, or other early activities, as applicable. It is envisioned that this work may be released in advance of the GMP Amendment Execution and Construction NTP.

2.2.1.13 Long Lead Materials. New London will release funding for long-lead items once the Permit Set/Construction Documents have been approved. If the Construction Manager believes an earlier release is required to meet the Project schedule, it shall advise New London and make a recommendation as to the requested release date. Any decision to authorize an early release shall be made by New London in its sole and absolute discretion.

2.3 Construction Phase

Based on the approved plans and specifications, the CMAR shall construct the Project. During the Construction Phase, the CMAR shall be required to cause the Work to be completed in a manner consistent with the design documents approved by New London and/or by the authorities having jurisdiction and shall provide all labor, materials, insurance, bonds, and equipment necessary to fully complete the Project in accordance with the drawings, specifications, schedule, and budget that are issued for the Project. The CMAR shall be responsible for paying for and obtaining trade permits, and to pay all necessary fees for utility connections and the like. The Work shall be accomplished in accordance with the following:

- 231** To properly manage the Project, the CMAR shall be required to undertake the following administrative tasks:
- Participate and assist in Project/Planning meetings, during all phases and provide a Project Manager for the entire duration of the project.
 - Provide and maintain a fully equipped office on-site to perform all required Contractor duties.
 - Maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.
 - Conduct weekly progress meetings following a contractor generated agenda with the Program Manager and all trades.
 - Provide general safety and signage and posting for the project and ensure that each subcontractor prepares and submits adequate safety program and monitoring throughout the project.
 - Provide a written monthly report that includes (i) an updated schedule analysis, (ii) an updated cost report, and (iii) a monthly review of cash flow.
 - Manage the change order process with the trade subcontractors to verify validity, purpose, and cost.
 - Prepare payment requests, verify accuracy and forward for approval and payment.
 - Assemble close-out documents required, including and O&M Manual.
 - Provide assistance to New London through any applicable warranty periods.
- 232** The CMAR will be required to undertake the site tasks as described below:
- 2.3.2.1** Take control of the site and install the necessary construction fences and other devices to properly secure the site. It is anticipated that this will occur when the Construction Phase begins or when New London approves any Early Release work/packages. The CMAR's storage/laydown area will be limited to the limits of disturbance shown on the approved construction plans.
- 2.3.2.2** Abate hazardous materials on-site, if required, in accordance with EPA and all jurisdictional agencies.

2.3.2.3 The CMAR shall be responsible for all interior and exterior demolition, including razing any existing facilities necessary to complete the Project, if needed

2.3.2.4 The CMAR shall be responsible for salvaging and storing all items as identified by New London if required.

2.3.2.5 The CMAR shall be responsible for paying all permits and fees associated with the Project.

2.3.2.6 The CMAR shall be responsible for all performance and payment bonds and general liability insurance.

2.3.2.7 The CMAR shall be responsible for removing the balance of construction debris off site in accordance with all applicable rules and regulations of those jurisdictions having authority.

233 Drawings & Specifications. All the Work shall be constructed in strict compliance and in accordance with the final Construction Documents issued for and approved by New London.

234 Compliance with Other Requirements. In performing the Work, the CMAR and its subcontractors shall comply with all the applicable provisions of the Standard Invitation for Bid and Contract Terms and Conditions, and the requirements set forth in **Section 2.5** (Site Safety), **Section 2.7** (Workhours; Coordination with New London and the Community), and **Section 2.8** (Quality Control Plan) of this RFP.

235 Site Office. Throughout the Work, the CMAR shall provide and maintain a fully equipped construction office on the Project site and shall accommodate one (1) New London representative within the trailer.

236 Supervision. Throughout the Work, the construction office shall be managed by personnel competent to always oversee the Work while construction is underway. Such personnel shall maintain full-time, on-site construction supervision and provide daily inspections, quality control, monitoring, and coordination of various trades, record drawings, and daily work log.

237 Weekly Progress Meetings. Throughout the Work, the CMAR shall conduct weekly progress meetings following the Construction Manager's generated agenda with New London's Project Manager and key trade subcontractors. The CMAR shall draft and circulate the meeting minutes on a weekly basis.

238 Move-in Assistance. The CMAR shall assist New London in relocating FF&E and other items, as applicable. The GMP shall include an allowance and Scope of Work for these activities.

239 Delay Liquidated Damages. In addition to the liquidated damages provided for in Sections 2.13.2 relating to Key Personnel, and 2.2.1.9 relating to pre-construction deliverables, if the Scope of Work is not substantially complete by the Substantial Completion Date, the CMAR shall be subject to liquidated damages in an amount of Five Thousand Dollars (\$5,000) per day. These damages shall not apply if the delay is the result of Force Majeure and the CMAR otherwise complies with the provisions set forth in the Agreement and Standard Contract Provisions.

2310 Hazardous Materials. The CMAR's Scope of Work includes the abatement and removal of hazardous materials found anywhere on or within the Project site. In performing such work, the CMAR shall comply with all laws, including, without limitation, the requirements of the Environmental Protection Agency and all jurisdictional agencies and all laws relating to safety, health welfare, and protection of the environment, in removing, treating, encapsulating, passivating, and/or disposing of hazardous materials, including, but not limited to, removal, treatment, encapsulation, passivation, and/or disposal of the hazardous materials. If any notices to governmental authorities are required, the CMAR shall also give those notices at the appropriate times. The CMAR shall ensure abatement subcontractors and disposal sites are appropriately licensed and qualified. In addition, the CMAR shall ensure that any subcontractors involved in the abatement of hazardous materials maintain a contractor's pollution legal liability insurance policy of at least Five Million Dollars (\$5,000,000) for the duration of the Project and a period of three (3) years after Substantial Completion of the Project, and that any disposal site to which hazardous materials are taken carries environmental impairment liability insurance for the duration of the Project and a period of three (3) years after Substantial Completion of the Project. The CMAR's obligations under this Section 2.3.8 shall include signing (as the agent for New London) any manifests required for the disposal of hazardous materials.

2311 Salvage and Stored Items. The CMAR shall be responsible for salvaging and storing all items as identified by New London, and to the benefit of New London, in accordance with all applicable city laws and regulations, after notifying New London and receiving New London's permission to proceed.

2312 – FF&E. The CMAR shall be responsible for procurement of FF&E, consisting of the purchasing, coordination of shipping/freight management, delivery, and storage logistics, as well as the coordination of the FF&E installation.

2.4 Site Safety

241 General Responsibility. The CMAR shall provide a safe and efficient site, with controlled access. As part of this obligation, the CMAR shall be responsible for initiating,

maintaining, and supervising all safety precautions and programs in connection with the Project.

242 Safety Plan. Prior to the start of construction activities, the CMAR shall prepare a safety plan for the Construction Phase conforming to OSHA 29 CFR 1926 (such plan, the “Safety Plan”). This Safety Plan developed by the CMAR shall describe the proposed separation and the specific nature of the safety measures to be taken including fences and barriers that will be used and the site security details. This Safety Plan will be submitted to New London for their review and approval prior to the commencement of construction. Once the Safety Plan has been approved, the CMAR shall always comply with the plan during construction. The CMAR shall be required to revise the Safety Plan as may be requested by New London. The cost of revising and complying with the plan shall not entitle the CMAR to an increase in the GMP. The CMAR will not be permitted to commence the Construction Phase until the Safety Plan is submitted and in no event shall any resulting delay constitute an excusable delay.

2.5.3 Safety Barriers/Fences. As part of its responsibility for Project safety, the CMAR shall install such fences and barriers as may be necessary to separate the construction areas of the site from those areas that are then being used by New London. The CMAR shall describe in the Safety Plan the proposed separation and the specific nature of the fences and barriers that will be used.

2.5.4 Site Security. The CMAR shall be responsible for site security and shall be required to provide such watchman as are necessary to protect the site from unwanted intrusion.

2.5.5 Exculpation. The right of New London to comment on the Safety Plan and the nature and location of the required fences and barriers shall in no way absolve the CMAR from the obligation to maintain a safe site.

2.5.6 Temporary Utilities. The CMAR shall be responsible for the cost of temporary power used during the construction of the Project, including, but not limited to, the cost of installing such temporary wiring as may be required to bring power to the site. The CMAR shall also be responsible for the cost of all temporary construction necessary on the site.

2.6 Reporting Requirements

The CMAR shall be required to submit the following reports:

2.6.1 Monthly Report. The CMAR shall provide written reports to New London, on the progress of the entire Work at least monthly from Preconstruction NTP until Final Completion of the Project. The monthly report shall include: (i) an updated schedule analysis, including any plans to correct defective or deficient work or recover delays; (ii) an updated cost report, including adjustments to the schedule of values, buyout tracking,

contingency usage, etc.; (iii) a monthly review of cash flow; (iv) a quality control report; and (v) progress photos.

2.6.2 Look Ahead Schedule Updates. In addition to overall project schedule updates as part of the Monthly Report, the CMAR shall provide a 3-week look ahead schedule that tracks baseline schedule and tasks to actual schedule identifying critical path items, in the same format set forth in **Section 2.2.1.2** of this RFP. The update shall reflect the actual progress of the Project, identify developing or potential delays, regardless of their cause, and reflect the CMAR's best projection of the actual date by which Substantial Completion and Final Completion of the Project will be achieved. The CMAR shall also state what must be done to avoid or reduce that delay, changes that have occurred since the last update, including those related to major changes in the Scope of Work, activities modified since the last update, revised projections of durations, progress and completion, revisions to the schedule logic or assumptions, and other relevant changes. 3-week lookahead schedules are expected to be provided as part of the weekly Progress Meetings.

2.6.3 Use of Construction Management Software. The CMAR shall utilize a construction management system to submit any and all documentation required to be provided by the CMAR, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by New London); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) building information model(s); (viii) punch list; and (ix) other documents as may be designated by New London.

2.6.4 Other Reporting Requirements. In addition to the items noted above, the CMAR will also be expected to deliver daily and weekly field reports as is typically expected and comply with New London payment application submission requirements, among other reports that may be reasonably expected.

2.7 Workhours; Coordination with New London and Community

2.7.1 Workhours. The CMAR shall comply with any existing Noise Ordinance and neither it nor its subcontractors shall undertake work on the Project site other than at the times and sound level permitted by the Noise Ordinance.

2.7.2 Parking. The CMAR shall organize its work in such a manner to minimize the impact of its operations on the surrounding community. To the extent that the number of workers on the site is likely to have an adverse impact on neighborhood parking, the CMAR shall develop a parking plan for those individuals working on the site that is reasonably acceptable to New London.

2.7.3 Wheel Washing Stations. The CMAR shall provide wheel washing stations on site to prevent the accumulation of dirt and other refuse on the streets surrounding the Project site.

2.7.4 Outreach Plan. The CMAR shall keep New London informed of the construction activities and their potential impact on the community. The CMAR shall submit the plan to New London prior to its implementation and such plan shall be subject to New London's review and approval.

2.8 Quality Control Plan

2.8.1 General Obligation. The CMAR shall be responsible for all activities necessary to manage, control, and document work to ensure compliance with the Contract Documents. The CMAR's responsibility includes ensuring adequate quality control services are provided by the CMAR's employees and its subcontractors at all levels. The Work activities shall include safety, submittal management, document reviews, reporting, and all other functions related to quality construction.

2.8.2 Quality Control Plan. Within forty-five (45) days after the Design Development Documents are approved, the CMAR shall develop a quality control plan for the Project (the, "Quality Control Plan"). A draft of the Quality Control Plan shall be submitted to New London and shall be subject to New London's review and approval. The Quality Control Plan shall be tailored to the specific products/type of construction activities contemplated in the Design Development Documents, and in general, shall include a table of contents, quality control team organization, duties/responsibilities of quality control personnel, submittal procedures, inspection procedures, deficiency correction procedures, documentation process, and a list of any other specific actions or procedures that will be required for key elements of the Work.

2.8.3 Implementation. During the Construction Phase, the CMAR shall perform regular quality control inspections and create reports based on such inspections pursuant to the Quality Control Plan. These quality control reports shall be provided to New London electronically on a monthly basis. The CMAR shall incorporate a quality control section in the progress meetings to discuss outstanding deficiencies, testing/inspections, and upcoming work. The monthly report shall include a detailed summary of the steps that are being employed to provide quality construction and workmanship. The monthly report should specifically address issues raised during the month and outline the steps that are being used to address such issues.

2.8.4 Corrective Action Plan. New London shall have the right to direct the CMAR to revise the Quality Control Plan in accordance with the Agreement.

2.9 Project Close-out

2.9.1 Punchlist. Promptly after Substantial Completion, the CMAR shall develop a punch list with representatives from New London and the A/E Team. Once the punch list is prepared, the CMAR shall inspect the Work along with representatives from New London. The punch list shall be revised to reflect additional work items that are discovered during such inspection. The CMAR shall correct all punch list items no later than ninety (90) days

after Substantial Completion is achieved. The contingency will be held until New London has deemed that the punch list has been completed and the Project can be closed.

2.9.2 Training. The CMAR shall provide training to New London staff on all the building systems, as applicable. The CMAR shall be required to schedule such training sessions and shall use commercially reasonable efforts to ensure all such training occurs prior to the Final Completion Date. All trainings are to be recorded and those recordings transmitted to New London as part of the close-out package.

2.9.3 Warranties & Manuals. Subsequent to Substantial Completion Date and no later than fifteen (15) days following the Substantial Completion Date, the CMAR shall prepare and submit the following documentation: (i) a complete set of product manuals (O&M), training videos, warranties, etc.; (ii) attic stock; (iii) an equipment schedule; (iv) a proposed schedule of maintenance for the new building; (v) environmental, health and safety documents for the new building; and (vi) all applicable inspection certificates/permits (boiler, elevator, emergency evacuation plans, health inspection, etc.) for the building.

No later than thirty (30) days following the Substantial Completion Date, the CMAR shall prepare and submit: (i) a complete set of its Project files; (ii) the building information modeling file(s); and (iii) a set of record drawings.

2.9.4 Eleven Month Walk. The CMAR shall use commercially reasonable efforts to schedule a joint inspection of the Project during the eleventh month after Substantial Completion is achieved. During such inspection, the CMAR and a representative of New London shall walk the Project to identify any necessary warranty work.

2.9.5 Support for Initial Heating & Cooling Season. The CMAR and its mechanical subcontractor shall provide support to New London and New London during system start-up and in initial operation for the first heating and cooling season after Substantial Completion is achieved. This may coincide with off-season commissioning efforts.

2.10 Costs and Fees

2.10.1 Reimbursable Costs

The following costs shall be reimbursable at cost and without mark-up:

- a) Payments made by the CMAR to subcontractors and suppliers, but only in accordance with the Subcontracts and Supply Agreements;
- b) The Cost of General Conditions (as defined below in **Section 2.10.2**), subject however to the Maximum Cost of General Conditions;
- c) All amounts due to the CMAR under the terms of New London's written authorization for the CMAR to perform any portion of the Work as Self-Performed Work. If an authorization for the CMAR to engage in Self-Performed Work is not on a fixed-price basis, then, as to that work, the following costs shall be within the Cost of the Work:

1. **Labor.** Properly documented wages actually paid to Project foremen, construction workers, and other personnel in the direct employ of the CMAR, while engaged in approved Self-Performed Work, together with contributions, assessments, payroll taxes, or fringe benefits required by the laws or applicable collective bargaining agreements.
 2. **Incorporated Materials.** The cost, net of trade discounts, of all materials, products, supplies, and equipment incorporated into the Self-Performed Work, including, without limitation, costs of transportation and handling.
 3. **Unincorporated Materials.** The cost of materials, products, supplies and equipment not actually installed or incorporated into the Self-Performed Work, but required to provide a reasonable allowance for waste or spoilage, subject to the CMAR's agreement to turn unused excess materials over to New London at the completion of the Project or, at New London's option, to sell the material and pay the proceeds to New London or give New London a credit in the amount of the proceeds against the Cost of the Work.
- d) Royalty and license fees paid for use of a design, process or product, if its use is required by the Agreement or has been approved in advance by New London;
 - e) Fees for obtaining all required approvals or permits associated with the abatement, demolition, utilities abandonment, and utility relocation, and all trade permit fees and the building permit fee;
 - f) All fees and other costs necessarily incurred to carry out testing and inspection required by the Agreement, or otherwise to maintain proper quality assurance. The costs the CMAR incurs to schedule and coordinate any additional testing and inspections New London may decide to conduct itself shall be reimbursable unless the additional testing establishes that the work tested was defective or otherwise failed to satisfy the Agreement's requirements, in which case the CMAR shall pay the costs, without reimbursement;
 - g) All bonds to jurisdictional agencies (utilities, storm water management, land disturbance, and grading); and
 - h) All performance and payment bonds and general liability insurance. New London may, in its sole discretion, allow the CMAR to recover the costs of subcontractor default insurance at a mutually agreed upon rate in lieu of trade level bonds, provided that such insurance be approved by New London in advance and after being presented with a cost-benefit analysis of such use.

2.10.2 Cost of General Conditions

The CMAR's general conditions costs shall be reimbursable at cost and without mark-up. Only the following items however are reimbursable: (Any other items or expenses are non-reimbursable and the CMAR shall use its fee to cover any additional cost items.)

- a) The cost of "construction staff". The term construction staff shall mean the Project Executive, project managers and superintendents assigned to the Project, administrative and professional staff performing scheduling, cost estimating, and accounting services assigned on a full-time basis to the Project site;

- b) Fringe Benefits associated with construction staff;
- c) Payroll taxes and payroll insurance associated with construction staff;
- d) Staff costs associated with obtaining permits and approvals;
- e) Site security, including, but not limited to, perimeter fencing, cameras and watchmen;
- f) Out-of-house consultants, including permit expeditors
- g) The field office for the CMAR including but not limited to: (i) trailer purchase and/or rent; (ii) field office installation, relocation and removal; (iii) utility connections and charges during the Construction Phase; (iv) furniture; (v) office supplies; (vi) temporary generators; (vii) any site-work required to provide access to the field office, including steps, ramps;
- h) Temporary restrooms, hand-wash stations and lockers;
- i) Office equipment including but not limited to: (i) computer hardware and software; (ii) fax machines; (iii) copying machines; (iv) telephone installation, system and use charges; (v) job radios;
- j) Site cleanup, and cleanup of surrounding sidewalks and streets;
- k) Snow removal and ice-prevention on sidewalks that surround the site;
- l) Miscellaneous labor and tools used by the Contractor
- m) Local delivery and overnight delivery costs; and
- n) First aid facility
- o) Covid-19 PPE & Required Procedures

2.10.3 Non-Reimbursable Costs

The following costs shall not be reimbursable:

- a) Any personnel or labor costs other than those provided for in **Section 2.10.1 (c) (1)** or **Section 2.10.2 (a)**.
- b) Fees for any permits or licenses the CMAR requires to conduct its general business operations.
- c) Capital expenses and interest on capital employed for the Work.
- d) The cost of home or regional offices, it being understood that compensation for such costs included in the Construction Management Fee and Award Fee.
- e) Sales or use taxes, unless the CMAR establishes that applicable law required payment of such taxes.
- f) Costs due to the errors or omissions of the CMAR or its subcontractors or suppliers at all tiers, negligent or otherwise.
- g) Costs dues to breach of Contract by the CMAR or its subcontractors or material suppliers at all tiers, including, without limitation, costs arising from defective or damaged work or its correction, disposal of materials or equipment erroneously supplied, and repairs to property damaged by the CMAR or its subcontractors or material suppliers at all tiers.
- h) Any costs incurred in performing work of any kind before Preconstruction NTP, unless specifically authorized by New London in advance and in writing.
- i) Direct or indirect costs of any kind, except those expressly included in **Section 2.10.1**.

2.11 Construction Management Fee & Award Fee Calculations

The CMAR's compensation shall consist of (i) the Preconstruction Fee and (ii) Construction Management Fee bid by selected Offeror. In addition, the CMAR shall be entitled to recover at cost and without mark-up its Costs of General Conditions as is defined in **Section 2.10.2**; subject, however, to the Maximum Cost of General Conditions proposed by the selected Offeror which limits shall serve as a cap on the Cost of General Conditions.

2.11.1 Preconstruction Fee. The Preconstruction fee shall be Contractor's sole compensation for services performed during Preconstruction Phase.

2.11.2 Base Construction Management Fee. The Construction Management Fee shall be divided into two categories. Eighty percent (80%) of the Construction Management Fee shall be referred to as the ("Base Construction Management Fee") and the remaining Twenty percent (20%) shall be at risk (the "At Risk Portion"), outlined below in Section 2.11.4. The Base Construction Management Fee shall be paid in monthly progress payments. Each of those amounts shall be paid in equal monthly installments spread over the duration of each such phase. To the extent that the Agreement duration is extended, the then remaining amounts of the Base Construction Management Fee will be re-allocated such that the then existing portion of the Base Construction Management Fee allocated to each phase shall be evenly spread over the then-remaining duration of the phase.

2.11.3 Maximum Cost of General Conditions. The Maximum Cost of General Conditions shall be the maximum amount that will be reimbursed by New London for those costs described in **Section 2.10.2**. The Maximum Cost of General Conditions shall not be increased or decreased as a result of Change Orders or Change Directive unless such changes (i) extend the duration of the Project beyond the time identified in **Section 1.5**; and (ii) the CMAR can demonstrate to the satisfaction of New London that such additional Cost of General Conditions are necessary and not due to any fault of the CMAR, its subcontractors, materialmen, consultants or anyone making claims thereunder. To the extent the CMAR incurs General Conditions costs more than the Maximum Cost of General Conditions, the CMAR shall not be entitled to reimbursement for such amounts. In such an event, the CMAR shall be required to adequately staff the Project.

2.11.4 Award Fee Determination. The CMAR shall be entitled to the At-Risk Portion as follows:

- a) If the GMP is agreed upon by the CMAR and New London on or before June 10, 2022, the CMAR shall earn 1/3 (33%) of the At-Risk Portion of the Construction Management Fee.
- b) The CMAR shall earn 1/3 (33%) of the At-Risk Portion of the Construction Management Fee if the Project is Substantially Complete on or before September 22, 2023

c) The CMAR shall earn 1/3 (33%) of the At-Risk Portion of the Construction Management Fee if the Project is completed for an amount that does not exceed more than one hundred three percent (103%) of the GMP as initially established. Entitlement to this portion of the Award Fee Pool shall be based on the outcome of the Project. For the avoidance of doubt, the CMAR shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the 103% cost goal was caused by the city of New London, delays resulting from the permitting or zoning process, or an event of Force Majeure.

2.12 Excluded Cost Elements

It is New London's intent that the CMAR provide a turn-key new construction building, and the budget set forth in **Section 1.3** has been developed based on such framework. The CMAR shall advance the Project in a manner consistent with such budget and the understanding that only the following cost elements are excluded from the budget set forth in **Section 1.3** of the RFP:

- a) Design by A/E and its sub-consultants
- b) 3rd Party Material Testing and Inspections;
- c) 3rd Party Commissioning Agent;
- d) 3rd Party Building Inspections;
- e) Costs of active New London equipment; and
- f) 3rd Party Plan Review.
- g) Envelope Consultant

2.13 Key Personnel; Diversion

2.13.1 Identification of Key Personnel. The following individuals shall be considered key personnel ("Key Personnel"): (i) the Project Executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Work; (iv) the Project Manager who will supervise the Mechanical, Electrical, Plumbing ("MEP") and Aquatics-related work; and (v) the individual that will manage quality control and interact with New London's quality control representative (Safety/Quality Assurance/Quality Control Manager). The CMAR will not be permitted to reassign any of the Key Personnel unless New London approves the proposed reassignment and the proposed replacement.

2.13.2 Key Personnel Removal or Replacement Disincentive Fee. If the CMAR removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the CMAR or any affiliate of the CMAR) without the prior written consent of New London, the CMAR shall pay to New London the sum of Twenty-Five Thousand Dollars (\$25,000) as a removal or replacement fee. This amount shall not bar recovery of any other damages, costs, or expenses other than New London's internal administrative costs. In addition, New London shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the CMAR if a member of the key personnel has been removed or replaced by the CMAR without the consent of New London.

2.14 Deliverable List

The CMAR shall be required to prepare and submit the following, in addition to any other deliverables required under this RFP and the RFP Documents:

2.14.1 Preconstruction Phase Deliverables

- a) Baseline Project Schedule
- b) Construction Management Plan
- c) List of Long Lead Items that could adversely impact the Project's schedule and recommendations for purchase.
- d) Statement of constructability
- e) Design Cost Estimates
- f) Value Engineering and Scope Assessment
- g) Bidding Procedures
- h) GMP Proposal
- i) Insurance Certificates
- j) CMAR's Performance and Payment Bonds

2.14.2 Construction Deliverables

- a) Hazardous Material Abatement Subcontractor Insurance Certificates.
- b) Hazardous Material Abatement Records.
- c) Progress Meeting Minutes.
- d) Project Schedule Updates and Lookahead Schedules
- e) Project Progress Reports / Daily Activity Logs
- f) Monthly Reports
- g) Cost Variance Report.
- h) OSHA Safety Plan.
- i) Close out documents (Product Manuals, Warranties, etc.).
- j) Quality Control Plan.
- k) Quality Control Inspection Reports.
- l) Corrective Action Plan.
- m) Invoices and Acceptable Application for Payment with Release of Liens and Claims.
- n) Insurance Certificates.
- o) Performance and Payment Bonds
- p) Certificate of Substantial Completion executed by the A/E and submitted to New London for review, concurrence, and approval
- q) Documents that may be required by Contracting Officer from time to time.

2.14.3 Close-Out Deliverables

- a) A complete set of the CMAR's Project files.
- b) Certificate of Substantial Completion
- c) Inspection Certifications
- d) Certificate of Occupancy

- e) Copy of Building Official Inspection Card
- f) Regulatory Inspection Signoffs
- g) Schedule for Owner Equipment and System Training
- h) Insurance Coverage Changeover Cover Letter
- i) A complete set of product manuals (O&M) to include final finish schedule, training videos, warranties, etc.
- j) As built record drawings and building information model(s).
- k) Attic stock and schedule.
- l) Equipment schedule.
- m) Proposed schedule of maintenance.
- n) Environmental, health & safety documents.
- o) Executed Final Completion Certificate
- p) Keying information.

2.15 Licensing, Accreditation and Registration

The CMAR and all its subcontractors and sub consultants (regardless of tier) shall comply with all applicable Connecticut, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the Agreement. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional Architect or engineer licensed in Connecticut.

2.16 Conformance with Laws

It shall be the responsibility of the CMAR to perform under the Agreement in conformance with New London's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

2.17 Time is of the Essence

Time is of the essence with respect to the Agreement. The Project must be Substantially Complete by the Substantial Completion Date. As such, the CMAR must dedicate such personnel and other resources as are necessary to ensure that the Project is completed on-time and in a diligent, skilled, and professional manner.

2.18 Building Information Modeling ("BIM")

BIM is required to be used throughout the lifecycle of the Project, including all Project phases from project planning and concept design through construction, as-builts and into facilities management. The BIM requirements are provided as **Attachment E**. It is expected by New London that all team members are to be committed to the use of BIM in the Project, share their ideas of BIM expertise with the team, provide BIM data as requested by other team members, look for cost savings and schedule improvements during the entire Project duration, and endeavor to leave as a legacy a fully updated, as Built, facility management ready building information model.

2.19 Protection of Existing Elements

The CMAR shall ensure the protection of all existing features, public utilities, and other existing structures during construction. The CMAR shall ensure the protection of existing, site improvements, trees, and shrubs from damage during construction. Protection extends to the root systems of existing vegetation. The CMAR shall not store materials or equipment, or drive machinery, within drip line of existing trees and shrubs.

2.20 Project Labor Agreement

The CMAR shall enter into and manage a project labor agreement with the Norwich-New London Buildings Trades Council (the “PLA”). A draft/sample PLA is attached hereto as **Attachment F**.

2.21 Economic Inclusion

To the extent applicable to the project, the Bidder shall meet/exceed the goals and requirements of the State of Connecticut Commission on Human Rights and Opportunities (“CHRO”), including without limitation, such goals and regulations of CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 4a-68b through 4a-68f

PART 3 - EVALUATION AND AWARD CRITERIA

3.0 Evaluation Criteria

Proposals will be evaluated in accordance with the following evaluation criteria:

- a) Past Performance, Relevant Experience & Capabilities (**25 points**)
- b) Key Personnel (**20 points**)
- c) Project Management Plan & Schedule (**25 points**)
- d) Price (**20 points**)
- e) Small, Local and Minority-Owned Business Preference (**10 points**)

3.1 Evaluation Process

New London shall evaluate Offerors' Proposals ("Proposals(s)") and any requested best and final offers ("BAFO(s)") in accordance with the provisions of this **Part 3** and New London's Procurement Regulations. Submission(s) include all items outlined in **Section 5.1**.

3.2 Technical Evaluation Panel

Each Offeror's Technical Proposal shall be evaluated in accordance with this **Part 3** by a Technical Evaluation Panel ("TEP"). The TEP shall prepare a written report summarizing its findings. Thereafter, the TEP shall select the responsive and responsible Offeror(s) whose Proposal(s) is/are determined to be the most advantageous to New London, local policies and not necessarily the Offeror (s) with the lowest cost or highest score as evaluated per the factors in **Section 3.4** of this RFP.

3.3 Oral Presentation

New London reserves the right to interview Offerors in the competitive range, if necessary. When New London conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the TEP and participate in a question-and-answer session. The purpose of the oral presentation and the question-and-answer session is to permit the TEP to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

3.3.1 Length of Oral Presentation

Each Offeror will be given up to ninety (90) minutes to make the presentation to include a question-and-answer forum.

3.3.2 Oral Presentation Schedule

The order of oral presentations will be selected randomly, and the Offerors will be informed of their presentation date before the beginning of oral presentations. New London reserves

the right to reschedule any Offeror's presentation at the discretion of the Contracting Officer.

3.3.3 Offeror Attendees

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this Project. Each Offeror will be limited to seven (7) persons. The job functions of the persons attending the presentation will be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the Project.

3.3.4 Topics

The Offeror may present information about its capabilities and special qualifications to serve as the CMAR for this Project, including the qualifications of Key Personnel.

3.4 Proposal Scoring

Each Proposal will be scored on a scale of zero (0) to one hundred (**100**) points, as further detailed in this Section of the RFP. Offerors will be eligible to receive up to ten (10) of the one hundred (**100**) points based on the Offeror's status as a Small, Local or Minority-Owned Business Enterprise as outlined in **Part 4** of this RFP. New London's evaluation shall not necessarily be limited to the information provided in the Offeror's Proposal. As part of the evaluation, New London will also consider its own historical experience with the Offeror, and the direct experience with the Offeror of the members of the evaluation panel and others involved in the evaluation process. The source selection official will award the Agreement to the responsive and responsible Offeror found to be the most advantageous to New London in accordance local policies, and not necessarily the Offeror(s) with the highest evaluated score or lowest price proposal.

3.4.1 Past Experience, Relevant Experience & Capabilities (25 points)

New London desires to engage a CMAR with the experience necessary to accomplish the objectives set forth in the RFP. This component will be evaluated based on their demonstrated experience in: (i) new construction projects in an urban and waterfront setting; (ii) new construction and renovation projects with the city of New London or State of Connecticut; (iii) construction of recreation and athletic facilities, particularly facilities including an aquatics component; (iv) success with delivering fast-track projects on time and on budget utilizing a CMAR delivery method; (v) knowledge of, and access to, the local subcontracting market; (vi) knowledge of the local regulatory agencies and Code Officials; and (vii) constructing projects on multi-phased / fast track schedules; (viii) experience with Project Labor Agreements in the State of Connecticut; and (ix) past performance under current or past government or private-sector contracts with requirements to those of the similar

Offerors will be evaluated on the information provided by reference on the Offerors quality of work, reliability, cost control, business relations, and the information provided to

support the evaluator’s evaluation as set forth in each Past Performance Evaluation Form, **Attachment G**, as described in this Section 3.4.1. Three Past Performance Evaluations must be submitted directly to New London from an owner/client source.

In evaluating these subfactors, New London will consider, among other things, the Offeror’s track record in delivering projects on-time and on-budget. If the Offeror is a team or Joint Venture of multiple companies, the TEP will consider the experience of each member of the team or Joint Venture considering their role in the proposed team or Joint Venture. This element of the evaluation will be worth up to twenty-five (25) points.

3.4.2 Key Personnel (20 points)

New London desires that the CMAR assign the appropriate number of personnel having the necessary seniority to implement a project of this type. The personnel should have experience working together and each such individual should have the necessary level of experience and education for his or her proposed role. Proposals should identify, at a minimum, (i) the Project executive; (ii) the Field Superintendent; (iii) the Project Manager who will supervise the Work; (iv) the Project Manager who will supervise the MEP; and (v) Safety/Quality Assurance/Quality Control Manager. The availability and experience of the key individuals assigned to this Project will be evaluated as part of this element. Offerors should provide a table that identifies the specific staff that will be assigned to this Project. The table should include: (i) the individual’s name (if known); (ii) his or her title; (iii) his or her level of effort (i.e., the percentage of time devoted to this Project); and (iv) the time periods during which the individual will be assigned to the Project. This table should include all personnel that will be assigned to the Project. This element of the evaluation will be worth up to twenty (20) points.

3.4.3 Project Management Plan & Schedule (25 points)

Offerors are required to submit with their proposal a management plan (“Management Plan”). The Management Plan should clearly explain how the CMAR intends to manage and implement the Project. At a minimum, it should explain (i) how the CMAR will manage the preconstruction phase; (ii) how the CMAR proposes to staff and handle construction administration phase including coordinating with the Architect of Record “A/E” for timely resolution of issues; (iii) how the CMAR will manage constructability reviews; and (iv) how the CMAR intends to deliver the Project taking into consideration project and site challenges.

Offerors should submit with their Management Plan a CPM, cost-loaded schedule and resource plan that shows the anticipated way the Project will be constructed, including a preliminary phasing/sequencing plan for the Project, demonstrating how the Offeror will phase the work to meet the milestone dates required for this Project. The schedule should be prepared using a critical path method and should show key logic ties and activity durations and should show a sufficient level of detail to demonstrate the Offeror's understanding of the Project and the key issues related to the Project. In

addition, the Management Plan should also: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a preliminary schedule of the work and the phasing of construction; (iv) describe how the CMAR intends to address and overcome issues related to the schedule; (v) describe the cost control management structures that will be used to ensure the Project is delivered on-budget; (vi) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated; and (vii) describe how BIM will be used for design and construction coordination.

The Management Plan should also include a subcontracting plan outlined in further detail in **Part 4** of this RFP.

This element of the evaluation is worth up to twenty-five (25) points.

3.4.4 Price (20 points)

Offerors will be required to submit with their Proposals the following fee components: (i) a Preconstruction Fee; (ii) a Construction Management Fee; (iii) and a maximum cost for General Conditions. The Construction Management Fee will be a fixed fee and should cover the cost of the CMAR's overhead and profit. The cost of General Conditions, as defined in the Agreement, shall be reimbursable subject to a cap equal to the maximum cost of General Conditions proposed by the Offeror. Offeror will be required to complete and submit with their Proposal a copy of the pricing sheet set forth as **Attachment H**, which includes all these price components. The pricing sheet shall be submitted as part of Volume 2 (i.e., the price proposal) as more fully described in **Part 5** of this RFP. These price components will be worth up to twenty (20) points.

For each such component, the Offeror with the lowest price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score based on the range of prices quoted. In general, the following formula shall be used to determine each Offeror's score:

$$\frac{\text{Highest Price} - \text{Offeror's Price}}{\text{Highest Price} - \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

However, in the event the highest price is less than twenty percent (20%) above the lowest price for a price component, the available price the price formula shall as follows:

$$\frac{\text{Offeror's Price} - \text{Lowest Price}}{1.20 \times \text{Lowest Price}} \times \text{Available Points} = \text{Evaluated Price Score}$$

For purposes of evaluating price, New London reserves the right to disregard price components that are more than 150% above or below the median price for the evaluated price component.

3.4.5 Small, Local and Minority-Owned Business Preference (10 points)

The remaining ten (10) points will be awarded based on the Offeror status as a Small, Local and Minority-Owned Business as outlined in **Part 4** of this RFP.

PART 4 - ECONOMIC INCLUSION

4.0 Preference for Small, Local, and Minority-Owned Business Enterprises

General: New London values the importance of providing opportunities to businesses that qualify as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a minority-owned business enterprise, being a veteran-owned business enterprise, or being a local manufacturing business enterprise.

As such, New London is offering additional points on the offeror evaluations based on the prime offeror meeting certain criteria as outlined below. The Offeror must complete the affidavit included in this RFP as **Attachment I** to affirm that they meet the criteria outlined below. These points will only be counted if the Offeror, or prime contractor, meets the criteria.

- Two (2) preference points shall be awarded if the Offeror is certified as having a small business enterprise, meaning that the Offeror had gross revenues under \$20 million in most recently completed fiscal year.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise in the City of New London, meaning that the principal office of the business must be physically located in the City of New London, CT.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise in the County of New London, meaning that the principal office of the business must be physically located within the County of New London, CT.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise in the State of Connecticut, meaning that the principal office of the business must be physically located within the State of Connecticut.
- Two (2) preference points shall be awarded if the Offeror is certified as a minority, women, or veteran-owned business enterprise, meaning that the Offeror must have at least 50% ownership by one or more minority person(s) who exercise operational authority over daily affairs of the business, have the power to direct management and policies, and receive the beneficial interests of the business

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 10 points.

4.1 Subcontracting Plan

This contract is subject to state contract compliance requirements, including non-discrimination statutes and set-aside requirements. State law requires a minimum of twenty-five (25%) percent of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services. The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

Offerors shall submit a Subcontracting Plan with their proposals. The Subcontracting Plan must demonstrate how the requirements will be met and, should identify a list of

possible subcontractors.

The Subcontracting Plan shall be submitted as part of the Project Management Plan section of the proposal and shall include the following:

- The name and address of potential subcontractor targeted to meet the set-aside goals
- The scope of work to be performed by each subcontractor.
- A ROM price that the prime contractor will pay each subcontractor.
- A current certification or affidavit of the certified business enterprise

4.1.2 Copies of Subcontracts

Prime Contractor shall provide fully executed copies of all subcontracts identified in the final subcontracting plan to the CO, City of New London Auditor and the Director of New London Small and Local Business Development.

4.1.5 Notices

The Prime Contractor shall provide written notice to New London of Small and Local Business Development and the City of New London Auditor upon commencement of the Agreement and when the Agreement is completed.

4.1.6 Enforcement and Penalties for Breach of Subcontracting Plan

A Prime Contractor shall be deemed to have breached a subcontracting plan required by law, if the Prime Contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to demonstrate good faith effort to meet its subcontracting requirements. A Prime Contractor that is found to have breached its subcontracting plan for utilization of Small and Minority owned business in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with local policies. If the CO determines the Prime Contractor's failure to be a material breach of the Contract, the CO shall have cause to terminate the Contract under the default provisions in the Standard Contract Provisions.

4.2 Project Labor Agreement

The Bidder shall enter into and manage a project labor agreement with the Norwich-New London Buildings Trades Council (the "PLA"). A draft is attached hereto as **Exhibit F**,

which draft PLA is subject to the Owner's review and comment and shall be finalized during the Project preconstruction phase.

PART 5 - PROPOSAL ORGANIZATION AND SUBMISSION

5.0 General

This part outlines specific information necessary for the proper organization and way Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

5.1 Proposal Identification

Proposals shall be proffered in two volumes as follows:

Volume 1: Technical Proposal

Volume 2: Price Proposal

Each volume shall be delivered separately and include two (2) hard copies as well as one (1) electronic copy on a USB flash drive. The Offeror's Proposal shall be placed in a sealed envelope conspicuously marked:

Proposal for CMAR Services: New London Community Recreation Center RFP # 2022-04
Offeror's Name
Volume X

5.2 Delivery or Mailing of Proposals

Proposals should be delivered or mailed to:

Joshua Montague, Accounting Purchasing Agent

13 Masonic St.

New London, CT 06320

5.3 Date and Time for Receiving Proposals

Proposals shall be received in the place identified in **Section 5.2** of this RFP no later than 2:00 P.M. on October 29th, 2021. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

5.4 Submission Size, Organization and Offeror Qualifications

All Proposals shall be submitted on 8-1/2" x 11" bond paper and typewritten. The CPM schedule may be on 11"x17" bond paper but shall be folded to a size of 8-1/2"x11". Telephonic, telegraphic, and facsimile Proposals shall not be accepted. New London is interested in a qualitative approach to presentation material. Brief, clear, and concise material is more desirable than quantity.

The Submission shall be organized as follows:

Volume 1 – Technical Proposal

5.4.1 Executive Summary of Proposal

Each Offeror should provide a Proposal executive summary of no more than three pages.

5.4.2 General Team Information and Firm(s) Data

Each Offeror should provide the following information for the CMAR and each of its sub-consultants.

- a) Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- b) Firm profile(s), including:
 - 1. Age.
 - 2. Tax ID No.
 - 3. Firm history(ies).
 - 4. Firm size(s).
 - 5. Areas of specialty/concentration.
 - 6. Current firm workload(s) projected over the next year.
 - 7. A list of any contract held by the Offeror where the contract was terminated (either for default or convenience). This list should also identify any contracts that resulted in litigation or arbitration between Client and the Offeror. If the Offeror has multiple offices, only contracts held by the office submitting a Proposal to this RFP need be listed.
- c) Description of the team organization and key staff, including:
 - 1. Identification of the single point of contact for the Offeror.
 - 2. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the Offeror.

5.4.3 Past Performance, Relevant Experience and References

- a) Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this Project. For each such project, the Offeror should provide the information requested below:
1. The name and location of the project.
 2. The square footage of the project
 3. A short narrative of the scope of the contractor's work on the project.
 4. The delivery method implemented on the project.
 5. The start and end dates for construction.
 6. The date of Construction Manager's engagement and point during the design process at which builder was engaged (e.g., schematic design 50% complete; schematic design 100% complete, etc.).
 7. The initial substantial completion date and initial contract value, also noting the contract type (i.e., GMP, NTE or Lump Sum).
 8. The level of completion of design documents that the initial contract value was based on.
 9. The actual substantial completion date and the final contract value.
 10. Economic inclusion requirements, including if a PLA was utilized for the project.
- b) The Offeror shall ensure that a minimum of three (3) Past Performance Evaluation forms **Attachment G**, are completed and submitted on behalf of the Offeror directly to New London's POC stated in **Section 1.7** by the due date for Proposals as specified in **Section 5.3**.
- c) If the Offeror is a team or Joint Venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or Joint Venture considering their role in the proposed team or Joint Venture.

5.4.4 Key Personnel

- a) A list or chart of all personnel proposed for the Project. Such list or chart should include the following information for each individual:
1. The individual's name.
 2. The individual's role.
 3. The percentage of time that will be devoted by the individual to the Project. This should be identified for each phase of the Project.
 4. The individual's resume. Resumes should indicate the individual's experience on the eight (8) relevant projects, or other related projects, and identify the role of the individual in each past project noted on the resume. The resume should also clearly identify how long the individual has worked in the construction industry and

should indicate the number of years of experience in his or her current role and the prior roles.

5. The individual's current workload over the next two years.
- b) A chart or matrix showing the experience that the key team members have working together.

5.4.4 Project Management Plan

The Project Management Plan should contain the information requested in **Section 3.4.3** of the RFP.

5.4.6 SBE Subcontracting Plan

Each Offeror shall complete and submit with their Project Management Plan a Subcontracting Plan that identifies potential subcontractors for each trade and an overview of the Offerors bidding process and strategy for achieving the small and minority owned business set aside goals.

Volume 2 – Price Proposal

The Price proposal shall be organized as follows:

- c) **Form of Offer Letter.** Each Offeror shall submit An Offer Letter substantially in the form of **Attachment H**. Material deviations, in the opinion of New London, from the Offer Letter shall be sufficient to render the Proposal non-responsive.
- d) **Bidder-Offeror Certification Form.** Each Offeror shall complete and submit with its Price Proposal the Bidder-Offeror Certification Form attached hereto as **Attachment C**. An Offeror who submits an incomplete or improperly or inaccurately completed Bidder-Offeror Certification Form may be deemed non-responsive.
- e) **Guaranty or Surety.** Bid bonds, performance bonds, and labor and materials bonds will be required as specified in the Standard Invitation for Bids and Contract Terms and Conditions.
- f) **Equal Employment Opportunity Certification.** Each Offeror shall complete and submit an EEO Certification in the form of **Attachment J**.
- g) **Non-Collusion Affidavit Primer Bidder.** Each Offeror shall complete and submit a Non-Collusion Affidavit in the form of **Attachment K**
- h) **Non-Collusion Affidavit Subcontractor.** If the offeror is including subconsultants as part of their management team, each subcontractor shall complete and submit a Non-Collusion Affidavit in the form of **Attachment I**

- i) **Affirmative Action Policy Statement.** Each Offeror shall complete and submit an Affirmative Action Policy Statement in the form of **Attachment M.**
- j) **Certification of Non-Segregated Facilities.** Each Offeror shall complete and submit an Certification of Non-Segregated Facilities in the form of **Attachment N.**
- k) **Anti-Fracking Provision.** Each Offeror shall complete and submit an Anti-Fracking Provision form in the form of **Attachment O.**

PART 6 - BIDDING PROCEDURES & PROTESTS

6.0 Contact Person

Offerors should contact the New London's POC as stated in **Section 1.7** for information about this RFP or for any written questions or inquiries regarding the RFP.

6.1 Preproposal Conference

A pre-proposal conference will be held the week of October 4th. Detailed information will be provided via addendum.

6.2 Explanations to Prospective Offerors

Each Offeror should carefully examine this RFP and all amendments, addenda, or other revisions, and thoroughly be familiar with all requirements prior to proffering a Submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda, or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the RFP shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of New London that information is necessary in proffering Proposals or if the lack of information would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Agreement shall not be binding.

Requests for Information should be directed to New London's POC at the address listed in **Section 1.7** no later than the close of business on October 15th, 2021. The person making the request shall be responsible for prompt delivery.

6.3 Protests

Protests alleging defects in this RFP must be filed prior to the time set for receipt of Proposals. If an alleged defect does not exist in this initial RFP but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering Proposals. In all other cases, a protester shall file the protest within ten (10) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to New

London and must be filed in duplicate. Protests shall be served on New London by obtaining written and dated acknowledgment of receipt from New London's designee. Protests received by New London after the indicated periods will not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

6.4 Contract Award

Upon award of the contract, notification letters will be sent to all Offerors who submitted proposals. Unsuccessful Offerors will be entitled to a debrief if desired which scheduled upon request with New London.

6.5 Retention of Proposals

All Proposals shall be retained by New London and therefore shall not be returned to the Offerors. Except for proprietary financial information, the Proposals shall become the property of New London and New London shall reserve the right to distribute or use such information as it determines.

6.6 Examination of Proposals

Offerors are expected to examine the requirements of all instructions outlined in the RFP Documents including all amendments, addenda, attachments, and exhibits. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

6.7 Late Proposals: Modifications

- a) Any Submission or BAFO at the office designated in **Section 5.2** after the time specified in **Section 5.3** shall not be considered.
- b) Any modification of a Submission, including a modification resulting from the CCO's requests for BAFOs, is subject to the same conditions as in **Section 6.7 (a)** stated above.
- c) The only acceptable evidence to establish the time of receipt at New London's designated office is the time-date stamp of such installation on the Submission wrapper or other documentary evidence of receipt maintained by the installation.
- d) Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful Submission which makes its terms more favorable to New London may be considered at any time as received and may be accepted.
- e) Proposals shall be irrevocable and remain in full force and effect for a period not less than one hundred twenty (120) days after receipt of Proposals.

6.8 No Compensation for Preparation of Proposals

New London shall not bear or assume any financial obligations or liabilities regarding the preparation of any Proposals submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any Proposals, statements, reports, data, information, materials or other documents or items.

6.9 Rejection of Proposals

New London reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all proposals.
- B. To reject proposals that fail to prove the Offeror's responsibility.
- C. To reject proposals that contain conditions and/or contingencies that in New London's sole judgment, make the Proposal indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any proposal provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the proposal of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such Proposal or this Request for Proposals.

6.10 Limitation of Authority

Only a person with prior written authority from New London shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the RFP.

Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by New London or its authorized representative.

6.11 Non-Responsive Proposals

6.11.1 Certification. New London may consider a Proposal non-responsive if the Offeror fails to properly complete or provides accurate information in their proposal.

6.11.2 Exceptions. New London may consider a proposal non-responsive if the Offeror identifies any changes or exceptions to the SCPs and form of Preconstruction NTP/Letter Contract.

6.11.3 Core Competency. New London may consider a Proposal non-responsive if the Offeror, whether by inclusion or omission, fails, in New London's sole judgment, to demonstrate an understanding and competence in every aspect of the Project.

PART 7 - AGREEMENT

7.0 Form of Contract

The Form of Agreement (“Form of Contract”) will be issued via Addendum to the RFP as **Attachment C**. New London’s Standard Invitation for Bids and Contract Terms and Conditions are attached as the cover to this RFP document. Offerors should carefully review the Form of Agreement, Standard Contract Provisions, and other supporting documentation when submitting their Proposals. To the extent there are any ambiguities or inconsistencies between this RFP, the Standard Contract Terms and Conditions and Form of Agreement shall have precedence. Offerors are advised that they are required to submit their Proposals premised upon agreeing to the terms of the Standard Contract Terms and Conditions, and subsequently, the Agreement or Contract. Offerors are advised that they are required to submit their Proposals premised upon agreeing to a contract that is substantially similar to the Form of Agreement and that any proposed changes to the Form of Agreement must be clearly identified and described in their proposal.

7.1 Insurance Requirements

Insurance requirements for the project are outlined in **Attachment P** and shall be incorporated into the Form of Agreement.

PART 8 – ATTACHMENTS

Attachment A	Concept Drawings (issued via Addendum)
Attachment B1	Aerial Site Image
Attachment B2	Project Criteria
Attachment B3	Program of Architectural Requirements
Attachment B4	Summary Schedule
Attachment B5	Existing Environmental Documentation
Attachment C	Form of Contract AIA A133-2019 and GMP Amendment (Issued via Addendum)
Attachment D	Acknowledgement and Contact Form
Attachment E	Building Information Modeling (BIM) Requirement
Attachment F	Sample PLA Agreement
Attachment G	Past Performance Evaluation Form
Attachment H	Form of Offer Letter
Attachment I	Small, Local, and Minority-Owned Business Enterprise Affidavit
Attachment J	Equal Employment Opportunity Certification
Attachment K	Non-Collusion Affidavit Prime
Attachment L	Non-Collusion Affidavit Subcontractor
Attachment M	Affirmative Action Policy Statement
Attachment N	Certification of Non-Segregated Facilities
Attachment O	Anti-Fracking Provision
Attachment P	Insurance Requirements
Attachment Q	Statement of Qualifications

ATTACHMENT A
Concept Design Package
(To be issued via Addendum)

ATTACHMENT B1

Aerial Image of Site

Fort Trumbull



Description: City owned property adjacent to Fort Trumbull State Park

Footprint: approximately 324,000 square feet total (7.4 acres)

ATTACHMENT B2

Project Criteria

[Link: https://bdsd.box.com/s/d8rpr71u0260tnqse79ujxe9zdrfs5](https://bdsd.box.com/s/d8rpr71u0260tnqse79ujxe9zdrfs5)

ATTACHMENT B3

Program of Architectural Requirements

Link: <https://bdsd.box.com/s/fm51p1p7molj84lrsww9zpuvtj76qnje>

ATTACHMENT B5
Environmental Reports

<https://bdsd.box.com/s/54i850cl9pp8vugifewze8p0nm8kirfv>

ATTACHMENT C
Form of Agreement
(To be issued via Addendum)

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgment: Receipt of Request for Proposals

Bid No.: 2022-04

Construction Manager at Risk – New London Community Recreation Center

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: October 4, 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.

ATTACHMENT E**BIM REQUIREMENTS - CONSTRUCTION MANAGER @ RISK CONTRACT****PART 1 – GENERAL****Section 1.1. SUMMARY**

1.1.1. This document establishes general and administrative requirements pertaining to Building Information Modeling (BIM) to meet Facilities Information Management (FIM) expectations for projects of various sizes and delivered under various contracting methodologies.

1.1.2. BIM practices require cooperation and involvement of all parties throughout the project delivery process, regardless of the delivery method being used for a given project.

1.1.3. BIM practices encompass and coordinate traditionally separate functions of design and construction in order to assemble all related building information into one Project Information Matrix that will provide the information needed to efficiently operate and maintain the facility once Substantial Completion has been achieved and the Project has been turned over to the Owner.

1.1.4. It is of primary concern that all building modeling and facility information developed during the design and construction of the Project be timely and efficiently developed, maintained and exchanged from initiation of the Project through Final Completion in accord with all Contract Documents and with Owner's operational and maintenance needs. Throughout the Project lifecycle, the A/E and the Contractor are expected to systematically demonstrate to the Owner that all building and system information is current to the extent that it can be at a given time during the design and construction process.

1.1.5. It shall be the responsibility of the Contractor and each of its Subcontractors, to have or obtain, at their cost, the trained personnel, hardware, and software necessary to successfully fulfill their respective obligations as set forth in the mutually developed BIM Execution Plan.

Section 1.2. COORDINATION, DATA VALIDATION, AND TRANSFER**1.2.1. BIM Team****1.2.1.1. Owner's Members**

1.4.1.1.1. Representatives assigned by Owner's Designated Representative,

1.4.1.1.2. A/E, including A/E and sub-consultant BIM manager(s), except for projects implemented with design-build methodology.

1.4.1.1.3. Test, Adjust and Balance Firm (TAB): the owner may engage a Test Adjust and Balance firm for the project under a separate contract. When engaged for the project, the TAB firm shall be a part of the BIM team and shall provide services as set forth in the specifications and its separate contract.

1.2.1.2. Contractor's Members

1.2.1.2.1. Individuals, each having authority to act on behalf of the entity they represent, explicitly organized to implement all BIM and FIM activities through coordinated actions.

1.2.1.2.2. Representatives of Contractor, including but not limited to

1.2.1.2.3. Contractor's project manager,

1.2.1.2.4. Contractor's BIM Coordinator

1.2.1.2.6. Subcontractors as needed for Contractor to fulfill its BIM obligations

1.2.1.2.7. Equipment suppliers, as needed for Contractor to fulfill its BIM obligations

1.2.2. Scheduling**1.2.2.1. Design (Preconstruction) Phase**

1.4.2.1.1. For projects implemented using the competitive sealed proposal, construction manager-at-risk, or job order contracting methodology, the A/E shall integrate all BIM activities into its Project Work Plan and the design schedule.

1.4.2.1.2. For projects implemented using the construction manager-at-risk or design-build methodology, the Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule and shall ensure that BIM requirements are clearly set forth in all solicitation documents used to select subcontractors or suppliers for the Project. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

1.2.2.2. Construction Phase

1.4.2.2.1. Contractor shall integrate all BIM activities into the Baseline Schedule and the Work Progress Schedule. All parties will address scheduling problems and make necessary notifications in a timely manner to expedite all BIM activities.

1.4.2.2.2. Contractor shall provide the initial schedule of primary BIM activities at the project kick-off meeting. Prior to the start of Schematic Design, Contractor shall have incorporated and integrated all BIM activities into the Baseline Schedule and Work Progress Schedule with appropriately linked predecessors and successors.

1.2.3 Data Validation

1.2.4.1 Model data validation (Design thru As-Builds) shall occur during the Schematic Design, Design Development, Construction Document and As-Build Stages.

1.2.4 Data Transfer

1.2.5.1 Model Data Transfer (Design and As-Build) Phases. Upon Transfer from the A/E team to the Builder, the Builder is responsible for field verification of all model representations, dimensions, element sizes, shape, location, quantity and orientation. Non-graphic information may also be attached to the Model Elements.

SECTION 1.3. ROLES AND RESPONSIBILITIES

1.3.1. Roles and responsibilities of BIM Team members are set forth below to help to clarify Owner's expectations with respect to the BIM and FIM processes.

1.3.2. Owner's Role and Responsibilities:

1.5.2.1. Provide specifications related to the format and content for the Project Information Matrix. These specifications are to include the identification of Tier 1 Data and Tier 2 Data required for the Project.

1.5.2.2. Provide initial direction as to the extent the BIM is to be used on the Project. BIM Level to be used on the Project.

1.5.2.3. Approve the BIM Execution Plan and A/E's and Contractor's schedules for completing all BIM activities.

1.5.2.4. Participate in BIM Team meetings.

1.5.2.5. Review and validate adequacy of Building Model development and project data collection.

1.3.3. Contractor's Role and Responsibilities:

1.3.3.1. Receive from A/E and assume lead responsibility for the BIM Execution Plan, the Building Model and the Project Information Matrix.

1.3.3.2. Administer updates to the BIM Execution Plan, the Building Model and the Project Information Matrix with the intent that all BIM-FIM Team members will have up-to-date information as the Project progresses.

1.3.3.3. Provide an individual, subject to Owner's approval, experienced in Building Information Modeling to document changes to Building Model and complete the implementation of the BIM Execution Plan. The Contractor shall assign this individual to act as the BIM Coordinator, who may have additional duties such as MEP Coordinator, but shall not be Contractor's project manager

or superintendent. Contractor shall submit qualifications demonstrating the BIM Coordinator's technical expertise and experience to the Owner for approval. In the event that Contractor chooses to subcontract its BIM obligations, Contractor must submit the name and qualifications of the proposed subcontractor for Owner's approval.

1.3.3.4. Ensure that Building Modeling activities are incorporated into the Baseline Schedule and the Work Progress Schedule.

1.3.3.5. Schedule and conduct periodic meetings with Subcontractors and equipment suppliers related to BIM to ensure the Building Model and the Project Information Matrix are being routinely and accurately updated.

PART 2- EXECUTION

SECTION 2.1 BIM EXECUTION PLAN

2.1.1. Throughout its development, efforts shall be made to align the responsibilities set forth in the BIM Execution Plan with the skills customarily contributed by each party associated with the Project. The BIM Execution Plan shall be considered as a "living document" that is to be updated and refined throughout the life of the Project and shall be available for review and verification by Owner at any time.

2.1.2 To the extent practical, the BIM Execution Plan shall minimize redundant efforts in favor of a single, organized approach to all activities required to successfully complete the BIM- FIM process. It shall also identify and specify;

2.1.2.1 The extent to which Building Model(s) are to be used on the Project.

2.1.2.2 Describe the BIM-related responsibilities of all project stakeholders

2.1.2.3 Specify the due date for each BIM deliverable

2.1.2.4 Address all required BIM uses for the project, including but not limited to:

1. BIM-based design
2. 2D deliverables extracted from the BIM
3. 3D visualization for stakeholder/customer communication
4. BIM-based spatial validation
5. Automated clash detection
6. BIM-based collaborative design reviews
7. BIM and COBie data updates in the construction phase
8. IFC export tools and mapping document

2.1.2.5. The drawings to be generated from the Building Model(s) and the process(es) to be used for generating two-dimensional drawings from the Building Model(s) to ensure that all generated drawings adhere to Owner's CAD standards drawing structure, content, data elements and delivery as defined in the Owner's Design Guidelines.

2.1.3. Development and Refinement and implementation of the BIM Execution Plan shall be included as an agenda item for all Project Team meetings throughout the Construction Phase of the Project. When and as appropriate, the discussion items shall include, as a minimum;

2.1.3.1. The status of the refinement of, and any updates to, the BIM-FIM Execution Plan,

2.1.3.2. The identification of any issues related to the timing for exchanging information between the various Building Models and the timing and the means and methods for entering information into the Project Information Matrix,

2.1.3.3. The Level of Development of each of the Building Models,

2.1.3.4. The Depth of Detail for information within the Building Models and for information to be entered into the Project Information Matrix,

2.1.3.5. The status of the development and implementation of the CMMS Integration Process.

SECTION 2.2 EXTRACTED DATABASE

2.2.1 Unless Owner specifically agrees otherwise, all data input into the model(s) or CAD drawings shall be extracted from its various sources and delivered in a single Microsoft Access database. This Extracted Database shall include:

2.2.1.1 Equipment data gathered during the course of design and construction that is related to equipment listed in the PIM, but for which a data field does not exist within the PIM. This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.2 Fixed equipment data gathered during the course of design and construction that is not associated with equipment listed in the PIM (e.g. manufacturer's maintenance information related to sinks, faucets, emergency showers, light fixtures, life safety items, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.3 Data related to all fixed architectural and finish features (e.g. manufacturer's maintenance information related to doors, hardware, finishes, glazing, etc.). This data may or may not physically reside with a table or schedule located within the drawings or specifications.

2.2.1.4 All information that is contained within a schedule or table located within the drawings.

2.2.1.5 All information contained within a schedule or table within the specifications.

SECTION 2.3 DOCUMENT INDEX

2.3.1 An index shall be included with each document delivery. The document index shall be in the form of a Microsoft Excel spreadsheet and shall identify every file included in the delivery. Identification information shall include;

2.3.1.1 Owner's project number.

2.3.1.2 Owner's project name.

2.3.1.3 File name.

2.3.1.4 File description.

2.3.1.5 Identity of the file authoring entity (i.e. who generated the file A/E, consultant, Contractor, Subcontractor).

2.3.1.6 Cross references to any required support files.

SECTION 2.4 LASER SCANS

2.4.1 Laser scan deliverables shall be in the form of three-dimensional models or two-dimensional drawings as set forth below in the BIM-FIM Deliverables section of this document and the final point cloud file generated by the laser scan used to create the models or drawings.

SECTION 2.5 RECORD DOCUMENTS

2.5.1 Unless Owner specifically directs or agrees otherwise, A/E and Contractor shall provide all Project Record Documentation as defined in the Definitions section of this document. When any questions arise as to whether documentation, electronic or hard copy, should be considered

SECTION 2.6 STANDARDS AND REQUIREMENTS

2.6.1 The National BIM Standard (NBIMS) is an open source standard for BIM. Major products of NBIMS are the Information Exchanges (i.e.) which define a purpose, components and attributes for BIM development. Industry Foundation Classes (IFC) are documented in NBIMS information exchanges.

2.6.2 National CAD Standard (NCS)- NBIMS is incorporating the National CAD Standards with BIM to support drawing production and publishing or construction documents. NEW LONDON can review and update its Drawing and Publishing Requirements as necessary.

2.6.3 Construction Specification Institute – Omniclass is a faceted building information classification made up of interrelated tables that define the built environment.

2.6.4 Unifomat and MasterFormat- The use of Unifomat and OmniClass will be defined in the BIMxP for the project. Cost Estimation is delivered in Unifomat II in the Study Phases and in both Unifomat II to Level 3 and CSI MasterFormat in the Design Phase.

SECTION 2.7 METRICS

NEW LONDON project teams should also determine the metrics by which to measure the success of an implemented 3D, 4D, and BIM applications. Metrics typically compare the traditional way of work with the 3D-4D-BIM way of work. These metrics should stem from the business needs and evaluate how implementation of a given technology provides a value-added service. For example, if a project team was using a 3D geometric model for MEP coordination and clash detection, one metric would be to measure the number of clashes found in the design stage and to compare this with the typical number of clashes found in the design stage on other similar projects. Other metrics may include:

- a. Planning and design time
- b. Value-engineering magnitude
- c. Number of errors and omission
- d. Number of change-orders
- e. Construction duration
- f. Design costs
- g. Construction costs
- h. Operation costs
- i. Maintenance costs

NEW LONDON project teams should regularly evaluate the 3D-4D-BIM project based upon the metrics established during implementation planning. In addition, lessons learned and applicable project data should be captured in order to develop best practices for future projects. This is the best way to ensure sustaining success for both current and future 3D-4D-BIM projects.

SECTION 2.8 BIM-FIM DELIVERABLES

2.8.1 The BIM-FIM deliverables shall be set forth in the BIM Execution Plan and are based upon this Project requirements. All files delivered in portable document file (pdf) format shall be searchable (i.e. “smart” or “vector” pdf’s). Unless Owner expressly agrees otherwise the deliverables for each Project type shall be as follows:

2.8.1.1 Project Deliverables

2.8.1.1.1 BIM Execution Plan

2.8.1.1.2 Project Information Matrix

2.8.1.1.3 Design Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.4 A/E and consultants shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.5 Construction Model(s) – in the most current release of Autodesk REVIT. In order to achieve maximum usage of the deliverables for Post Construction Facilities Management purposes the following modelling guidelines shall be adhered to unless owners BIM representative agrees otherwise.

2.8.1.1.6. Contractor and subcontractors shall utilize REVIT to generate all final as-build construction models.

2.8.1.1.7. All physical items that are documented in a table, schedule, list, external spreadsheet/database, submittal, RFI, ASI, etc. that pertain to final completion of the project will be required to be represented within the model as a 3-D object with inherent parameters or as part of a property set, etc.

2.8.1.1.8 Laser Scans – Laser Scans shall be delivered in 3-D REVIT models as well as the final Point Cloud file from which the model (s) were generated.

2.8.1.1.9. Media Type and Format - All models, drawings, submittals, RFI’s, Spreadsheets, databases, and any other deliverable shall be provided to the owner on a Windows 10 compatible USB 2.0 “Plug and Play” portable hard drive. BIM shall be submitted in both the native file format of the BIM authoring tool and in industry foundation classes (IFC) format.

SECTION 2.9 HARDWARE AND SOFTWARE

2.9.1 NEW LONDON will require the following Autodesk software for the design and construction phase of this project. (Five (5) licenses). Subscriptions to be provided by the Construction Manager @ Risk.

- Autodesk Revit 2018 or higher*
- Autodesk Navisworks Manage 2018 or higher*

By following this BIM standard, NEW LONDON and chosen contractors will use industry standard technology from Autodesk. Upon project completion, documents and license agreements will be turned over to NEW LONDON.

2.9.2 NEW LONDON will required five (5) new Dell Semi-tough computer tablets for use by the owner's representatives. Accessories should include keyboards (5) and stylus pens (5).

SECTION 2.10. OWNERSHIP AND RIGHTS DATA

2.10.1 For all NEW LONDON projects, NEW LONDON has ownership and rights to all data and other deliverables developed and provided by the A/E in accordance with the applicable provisions of the A/E contract. These rules extend to Building Information Models and associated data develop for NEW LONDON projects.

**NEW LONDON SCHOOLS
PROJECT LABOR AGREEMENT**

BETWEEN

(Name of General Contractor/Construction Manager)

AND

**NORWICH-NEW LONDON BUILDING
TRADES COUNCIL**

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter referred to as the "Agreement") is entered into this ____ day of _____, 2015, by and among _____ (hereinafter referred to as the "General Contractor/Construction Manager"), acting in its role as the program management representative of the City of New London School Building Committee (hereinafter referred to as the "Owner"), the Norwich-New London Building Trades Council (hereinafter referred to as the "Council"), and each of the Council's affiliated Local Unions (hereinafter individually and collectively referred to as the "Union" or "Unions"), with respect to site preparation, construction and renovation projects being undertaken by the City of New London School Building Committee for the _____ (herein referred to as "Project"). Completion of work on the Project in a timely fashion during the construction period is critical and material to this Agreement.

It is understood by the parties to this Agreement that it is the policy of the City of New London that the Project work covered by this Agreement shall be contracted to Contractors who agree to execute and be bound by the terms of this Agreement whether or not they operate their Company non-union on other Projects. The General Contractor/Construction Manager shall monitor compliance with this Agreement by all the Unions and Contractors who, through their execution of this Agreement, have become bound hereto.

The terms "Contractor" or "Contractors" shall include all Contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the General Contractor/Construction Manager when it performs construction work within the scope of this Agreement. Where specific reference to _____, alone, is intended, the term "General Contractor/Construction Manager" is used.

The Council, the Unions, the General Contractor/Construction Manager, and all signatory Contractors agree to abide by the terms and conditions contained in this Agreement, including without limitation with respect to the administration of the Agreement by the General Contractor/Construction Manager and the performance of the construction by the Contractors. All Contractors may become parties to this Project Labor Agreement whether or not their employees are represented by a collective bargaining representative on work not covered by this Agreement. This Agreement represents the complete understanding of the parties, and it is further understood that no Contractor party is required to sign any other collective bargaining agreement as a condition of performing work within the scope of this Agreement. All successful bidders will be required to execute the Acceptance of Agreement attached hereto.

ARTICLE I **PURPOSE**

The timely and successful completion of the Project is of importance to the New London School Building Committee, the City of New London, and all the people of New London. In addition, it is critical that the work be coordinated to minimize any disruption to the students and faculty of the New London Public Schools during construction. The timely and successful completion of the Project is of importance to the City of New London and to the people of Connecticut. Therefore, it is essential that the Project work be done in an efficient and economical manner in order to secure optimum productivity and to eliminate any delays in the work. In recognition of the needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to establish effective and binding methods for the settlement of all

misunderstandings, disputes or grievances which may arise. This Agreement will foster the achievement of these goals by: (1) prohibiting strikes, slowdowns, walkouts, lockouts, picketing and other disruptions and delays arising from work disputes, and promoting labor harmony and peace for the duration of the Project; (2) standardizing and stabilizing certain basic terms and conditions governing the employment of hourly craft employees on the Project, and thereby promoting labor harmony and peace for the duration of the Project; (3) creating uniform work schedules and shift hours to enhance coordination of work among the various crafts on the Project and to promote efficiency and economy of operations;

(4) including goals for the number of apprentices and for a percentage of work to be performed by minorities, women, veterans and members of the community; (5) providing comprehensive and standardized mechanisms for the settlement of disputes, including those relating to grievances, job disputes and trade jurisdiction; (6) ensuring a reliable source of skilled and experienced labor, whether unionized or non-unionized; (7) furthering public policy objectives for employment opportunities for minorities, women and the economically disadvantaged in the construction industry; (8) inviting all Contractors to bid on the project without regard to whether the employees are members of a labor organization as defined in section 31-101 of the General Statutes; (9) expediting the construction process and otherwise minimizing potential disruptions for the duration of the Project; (10) not requiring compulsory labor organization membership of employees working on the project; (11) permitting the selection of the lowest responsible qualified bidder without regard to labor organization affiliation; and (12) binding all Contractors to the terms of the Agreement.

ARTICLE II

SCOPE OF THE AGREEMENT

SECTION 1 This Agreement shall apply and is limited to all site preparation, demolition, renovation and construction and dedicated off-site work which shall be performed under the Project Agreement under the direction of the Contractors and/or performed by the Contractors, of whatever tier, who have contracts awarded for such work on and after the effective date of this Agreement, which may include the Owner.

SECTION 2(a) The Owner and/or General Contractor/Construction Manager and/or Contractor, as appropriate, has the absolute right to select the lowest responsible and qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any collective bargaining agreement between such bidder and any union, provided, however, only that such bidder is willing, ready and able to execute and comply with this Project Labor Agreement, should it be designated the successful bidder. Non-union contractors are encouraged to bid this Project.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who are awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to execute, accept and be bound by the terms and conditions of this Agreement.

SECTION 3(a) Incorporated into this Agreement are the following Local Collective Bargaining Agreements (“Schedule A’s”): Standard Agreement of the Operating Engineers, Local 478; Carpenters Local 24 and AGC of Connecticut Building Agreement; Construction Agreement of Teamsters Local Union 493; Connecticut Laborers’ District Council (Local 547) and AGC of Connecticut; Bricklayers & Allied Craftsmen Local 1, International Union

of Bricklayers and AGC of Connecticut; International Union of Painters and Allied Trades (“IUPAT”), District Council No. 11, Working Agreement; I.B.E.W. Local 90 and New London Division, Connecticut Chapter, N.E.C.A.; Plumbers & Pipefitters Local No. 777 and Mechanical Contractors Association of Connecticut; Ironworkers Local 424 and AGC of Connecticut; Sheet Metal Workers I.A. Local 40 and the Sheet Metal and Roofing Subcontractors of Connecticut; Roofers’ Local 15 and Roofing Subcontractors Association of New London County; International Brotherhood of Boilermaker Employers; Sprinkler Fitters, Local 669; and Glaziers’ Local 1274 (IUPAT District Council 11) (which are attached hereto as Schedule A’s). The provisions of this Project Labor Agreement (including the attached Schedule A’s) shall apply to the construction of the Project, notwithstanding the provisions of any Local, Area and/or National Agreements which may conflict or differ from the terms of this Agreement. Where a subject covered by the provisions of one of the Schedule A’s and not covered by the Project Labor Agreement, the Schedule A’s provisions shall apply.

(b) Any dispute as to the applicable source, between this Agreement and the applicable Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by Harvey Shrage or Richard Boulanger, who shall act as arbitrators on a rotating basis beginning with Harvey Shrage. It is understood that this Agreement, together with the attached Schedule A's, constitutes a self-containing, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other Local, Area or National Agreement.

SECTION 4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

SECTION 5 This Agreement shall be limited to work historically recognized as construction work, including, specifically, the site preparation and related demolition work necessary to prepare the site for construction and dedicated off-site work, as is directed by the General Contractor/Construction Manager, Contractor or the Owner.

SECTION 6 It is understood that the liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner, General Contractor/Construction Manager and/or any Contractor.

SECTION 7 Items specifically excluded from the scope of the Agreement include, but are not limited to, the following:

(a) Work of non-manual employees, including, but not limited to, superintendents, supervisors, staff engineers, surveyors (except where expressly covered by a Schedule A, attached hereto), inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including managers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment/ machinery owned or controlled and operated by the Owner.

(c) Off-site fabrication and handling of materials, equipment or machinery and all deliveries to and from the Project site, except that drivers for concrete suppliers will be provided under the terms of this Project Labor Agreement.

(d) All employees of the City of New London, General Contractor/Construction Manager or Contractors not performing manual labor.

(e) Any work performed on or near, or leading to or into, the Project site by state, county, municipal or other governmental bodies, or their Contractors; or by public utilities or their Contractors; and/or by the Town, or its Contractors (for work which is not part of the Project).

(f) Off-site maintenance on leased equipment and on-site supervision of such work.

(g) Off-site warranty functions and warranty work, and on-site supervision of such work.

(h) Laboratory or specialty testing or inspections not ordinarily done by the crafts.

(i) The Unions will not claim jurisdiction over the provision of temporary utilities nor will the use of temporary heat and power from any source require standby personnel unless assigned by the Contractor.

(j) Work associated with hanging stage curtains and/or theatrical appurtenances (such as rigging, risers, backdrops, wings, etc.).

(k) All work associated with the furnishing, loading, unloading and installation of all furniture, fixtures, equipment not permanently part of the building construction, typically referred to as "FFE."

(l) Owner directed and controlled (or contracted) final cleaning and HEPA vacuuming, once each phase has been broom cleaned, wiped-down, and the carpets have been vacuumed, and the building is ready for substantial completion.

SECTION 8

None of the provisions of this Project Labor Agreement shall apply to the Owner and nothing contained herein shall be construed to prohibit or restrict the Owner or its employees from performing work not covered by the Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the General Contractor/Construction Manager or Contractor and accepted by the Owner, the Agreement

shall not have further force or effect on such items or areas, except when the General Contractor/Construction Manager or Contractor are directed by the Owner to engage in repairs, modifications, check-out, and/or warranty functions required by the contract(s) with the Owner.

ARTICLE III

UNION RECOGNITION AND REFERRAL

SECTION 1 The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on facilities within the scope of this Agreement. Each Contractor shall have the ability to bring a reasonable number of key employees to the Project.

SECTION 2 Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of obligation of union membership, policies or requirements. There shall be no discrimination against any job applicant or employee because of his or her membership or non-membership in the Union or based upon his or her race, religion or religious creed, color, sex, sexual orientation, ancestry, national origin, marital status, veteran status, or present or past history of mental or physical disability.

SECTION 3 Applicants for various classifications covered by the Agreement required by the Contractor on the Project shall be referred to the Contractor by the Union. The Contractor shall have the right to determine the competency of all employees, the right to determine the number of employees required, and shall have the sole responsibility for selecting the employees to be laid off consistent with Article VII, below, and the attached

Schedule A's. The contractor shall also have the right to reject any applicant referred by the Union, subject to the show-up payments required by the applicable Schedule A.

- (i) Such referral system shall operate so as to make all good faith efforts to achieve a goal of ten percent minority workers on the project.
- (ii) Such referral system shall operate as to make all good faith efforts to achieve a goal of five percent female workers on the project.
- (ii) Such referral system shall operate so as to make all good faith efforts to achieve a goal of five percent veteran workers on the project.

SECTION 4

For a Union now having a job referral system in its Schedule A, for the purpose of initial employment only, the Contractor agrees to include such system in the appropriate Schedule A, and it shall be used exclusively by the contractor. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the Union. Such job referral system must be operated in a non-discriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements and shall be subject to such other conditions as established in this Article.

SECTION 5

In the event that any Union is unable to fill any requisition for employees within a forty-eight hour period after such requisition is made by the Contractor (Saturdays, Sundays and Holiday excepted), the Contractor may employ applicants from any other available source.

SECTION 6 In the event that the Union does not have a job referral system as set forth in Section 4 of this Article, the Contractor shall give the Union first preference to refer qualified applicants pursuant to a non-discriminatory job referral procedure, subject to the provisions of Section 5 of this Article. The Contractor shall notify the Union of employees hired from any source other than referral by the Union.

SECTION 7 The Union shall not knowingly refer to a Contractor under this Agreement employees currently employed by another Contractor working under this Agreement.

SECTION 8 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the Contractor. Where employees require HAZMAT training, the Unions agree to provide such training at no additional cost to the Contractor.

SECTION 9 The selection of non-working foremen and/or general foremen and the number of non-working foremen required shall be entirely the responsibility of the Contractor. All employees shall take orders from the designated Contractor representatives.

SECTION 10 The Unions and the General Contractor/Construction Manager shall make good faith efforts to support the affirmative action goals and programs applicable to this Project. Nothing in this Section shall require the Union to refer, or the Contractor, Subcontractor or General Contractor/Construction Manager to hire workers that such Contractor or Subcontractor reasonably believes are not qualified for available jobs.

SECTION 11 Individual seniority shall be recognized and applied to employees working on the Project as set forth in the attached Schedule A's.

ARTICLE IV

UNION SECURITY

All Union employees now in the employ of any Contractor shall remain members in good standing in the Union during the term of this Agreement. All other employees hereinafter employed by a Contractor shall either elect to become members of the Union, or if they do not desire to become members, they shall not be required to join a Union but shall pay the monthly representation fee and shall not be required to pay monthly Union dues. Such dues or fees obligation will be effective on the eighth (8th) day of employment on the Project and shall remain in effect during the term of this Agreement. The Union shall ensure that the Union security requirement in this Article shall be in compliance with all applicable Federal and State laws.

ARTICLE V

UNION REPRESENTATION

SECTION 1 Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives comply with safety rules of the Project.

SECTION 2 Stewards

(a) Each signatory Union shall have the right to designate a working journeyman as a steward, and shall notify the Contractor in writing of the identity of the designated steward prior to the assumption of his duties as steward. Such designated steward

shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

(b) In addition to his work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and, if applicable, subcontractors, and not with the employees of any other contractor. The Contractor will not discriminate against the steward in the proper performance of his Union duties.

(c) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime; provided that this subsection shall not be construed to supersede the provisions of any applicable Schedule A, which contains a procedure for establishing equitable distribution of overtime.

SECTION 3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward, except in the case of discipline or discharge for just cause. The Steward will be entitled to work overtime when members of his/her union are working overtime, provided the Steward is qualified to perform the assigned work. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate Union shall be notified immediately by the Contractor.

ARTICLE VI

HELMETS TO HARDHATS

SECTION 1 The Contractors and the Union recognize a desire to facilitate the entry into the building and construction trades of veterans interested in careers in the building and

construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s Helmets to Hardhats program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

SECTION 2 The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for the this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE VII **MANAGEMENT RIGHTS**

SECTION 1 The Contractor retains full and exclusive authority for the management of its operation(s). Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including: the hiring, promotion, transfer, lay-off, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and scheduling of work; the requirement of overtime work, the determination of when it shall be worked, and the number of employees engaged for such work. No rules, customs, or practices, which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

SECTION 2 Except as otherwise expressly stated in this Agreement, there shall be no limitation or restriction upon the Contractor's choice of materials or design or its choice of methodologies for the installation or use of materials, supplies or equipment. The Contractor may install or otherwise use materials, supplies or equipment according to the Schedule A's or as customarily performed in this area. The on-site installation or application of such items shall be performed by the craft of having jurisdiction over such work.

ARTICLE VIII **WORK STOPPAGES AND LOCKOUTS**

SECTION 1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union or employees against any Contractor covered under this Agreement, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory, or any other organizations, at or in proximity to the Project site is a violation of this Article. It shall not be a violation of this Article for the Union, after forty-eight hours' notice to the General Contractor/Construction Manager to direct the employees of a contractor to engage in a work stoppage where such contractor has refused to pay the wages and/or fringe benefits provided in Article XII. Such a work stoppage shall not include picketing or otherwise disrupt work on the Project and shall cease upon payment.

SECTION 2 The Contractor may discharge any employee violating Section 1 of this Article, above, and any such employee will not be eligible for referral under this Agreement for a period of ninety working days from the date of his discharge. The

Contractor and the Union shall take all steps necessary to obtain compliance with this Article, and neither shall be held liable for conduct for which it is not responsible.

SECTION 3 Any party, including the General Contractor/Construction Manager may institute the following procedure in lieu of, or in addition to, any other action at law or equity, when a breach of Section 1 of this Article, above, is alleged:

(a) A party invoking this procedure shall notify Harvey Shrage or Richard Boulanger, the parties agree shall act as the permanent arbitrators on a rotating basis under this procedure notice to the arbitrator shall be by telephone and fax with notices by telephone, fax, and United Parcel Service Overnight Express Mail to the party alleged to be in violation.

(b) Upon receipt of said notice, the Arbitrator named above shall sit and hold a hearing within twenty-four hours if it is contended that the violations still exist.

(c) The Arbitrator shall notify the parties by telephone and fax of the place and time he has chosen for this hearing. Said hearing shall be completed in one session, with appropriate recesses at the arbitrator's discretion, and shall not exceed twenty-four hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1 of this Article, above, has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief, and such Award shall be

served on all parties by hand or fax and by certified mail, return receipt requested, upon issuance.

(e) Such Award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic and fax notice of the filing of such enforcement proceeding shall be given to the other parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 3(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in the hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or be delivered to their last known address or by registered mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the Arbitrator shall be equally divided between the moving party or parties and the party or parties' respondent.

(h) It is the responsibility of each Union, Contractor and subcontractor to keep on file with the General Contractor/Construction Manager an address or operating fax number to which notices under this Article may be sent. Any Union, Contractor or sub-contractor failing to do so hereby waives its right to claim that it did not receive proper or timely notice of any action taken by any party or Arbitrator pursuant to this Article.

SECTION 4 Procedures contained in Article IX shall not be applicable to any alleged violations of this Article, with the single exception that any employee discharged for violation of Section 1 of this Article, above, may resort to the procedures of Article IX to determine only if he was, in fact, engaged in that violation.

ARTICLE IX

DISPUTES AND GRIEVANCES

SECTION 1 This Agreement is intended to provide close cooperation between management and labor. The General Contractor/Construction Manager and the Building and Construction Trades shall each assign a representative to this Project for the purpose of assisting Unions, together with the Contractor, to complete the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

SECTION 2 The Contractor, Unions and employees collectively and individually realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

SECTION 3 Any question arising out of and during the term of this Agreement involving its interpretation and/or application (other than trade jurisdictional disputes or alleged violations of Article VIII, Section 1) shall be considered a grievance and subject to resolution under the following procedures:

STEP 1

(a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Union business representative or job steward, within five working days after the occurrence of the violation,

give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight hours thereafter, pursue Step 2 of the grievance procedure providing the grievance is reduced to writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the General Contractor/Construction Manager within five days after resolution has been reached and the terms of the resolution are set forth in writing to the General Contractor/Construction Manager.

(b) Should the Union(s) or General Contractor/Construction Manager or any other Contractor have a dispute with another party and if, after conferring, a settlement is not reached within three working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

STEP 2

The Business Manager or his designee of the involved Union, together with the International Union representative of that Union, the site representative of the involved Contractor, and the labor relations representative of the General Contractor/Construction Manager shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within fourteen calendar days after the initial meeting at Step 2.

STEP 3

(a) If the grievance shall have been submitted but not adjusted under Step 2, either party may request, in writing, within fourteen calendar days after the initial Step 2 meeting, that the grievance be submitted to Arbitrators Harvey Shrage or Richard Boulanger, pre-selected by the parties to this Agreement, on a rotating basis (starting with Harvey Shrage). The then-current Voluntary Labor Arbitration Rules of the American Dispute Resolution Center shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, and the fees and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed. The Arbitrator shall have the authority to make decisions only on issues presented to him and he shall not have the authority to change, amend, add to or subtract or detract from any of the provisions of this Agreement.

SECTION 4 No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

SECTION 5 The General Contractor/Construction Manager shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its or their request, be permitted to participate in full in all proceedings at these steps.

SECTION 6 Any dispute concerning solely the application of the terms of an applicable Schedule A shall be handled in accordance with the grievance procedure in the Schedule A or, if none exists, in accordance with this Article. Any dispute concerning the interpretation and/or the application of this Agreement shall be exclusively handled in

accordance with the provisions of this Article IX, or, if applicable, Article VIII or Article XI of this Agreement.

ARTICLE X

PRE-JOB CONFERENCE

There shall be a pre-job conference and, where necessary, pre-bid conference, which shall endeavor to address all the specifics of and substantive issues affecting the Project. The parties agree to use this conference to its fullest to avoid unforeseen conflicts which may affect job assignments, productivity, costs or the completion date. A well-planned conference with Labor and Management can result in substantial cost savings.

ARTICLE XI

JURISDICTIONAL DISPUTES

SECTION 1 Work shall be assigned by the Contractor in accordance with area practice and such assignments shall be disclosed by the Contractor at a pre-job conference. The General Contractor/Construction Manager, Contractor and subcontractors involved, and representatives of the appropriate Unions shall be invited to attend such conference.

There will be no strikes, work stoppages, slowdowns, interruptions or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the construction work shall continue uninterrupted as assigned by the Contractor.

SECTION 2 All jurisdictional disputes between or among Unions who have agreed to be bound to the procedures provided in the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) shall be resolved under the Plan and shall

be settled and adjusted according to the Procedural Rules and Regulations as set forth in the Plan. The assignments of the Contractor(s) shall be followed until the dispute is resolved in accordance with the Plan. Decisions rendered under the Plan shall be final, binding and conclusive on the affected Contractor or Contractors and the Union or Unions.

For all Unions who have not agreed to be bound to provisions of the Plan, all jurisdictional disputes between those unions and any other union(s) shall be settled through arbitration where the arbitrator shall be bound by area practice regarding the assignment of the work. The assignments of the Contractor(s) shall be followed and work shall continue uninterrupted until the dispute is resolved. Decisions rendered by the arbitrator shall be final, binding, and conclusive on the affected Contractor or Contractors and the Union or Unions. The parties hereby appoint an Arbitrator selected in accordance with the rules and regulations of the ADRC to serve as the arbitrator for all disputes under this subsection (b).

The Building and Construction Trades Council of the Metropolitan District and the New England Regional Council of Carpenters are currently discussing the use of the Boston Local Board or the Boston Plan as the means for and the vehicle under which the jurisdictional disputes are resolved. If the aforementioned Councils reach agreement and if the agreement is acceptable to the Building and Construction Trades Department of the AFL-CIO, then the Boston Local Board or the Boston Plan will become the means for and the vehicle under which jurisdictional disputes are resolved.

SECTION 3 There shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved, or to assign the work to employees who are not qualified to perform the work involved. This does not

prohibit agreement by the parties to any dispute, including the involved Contractor, to establish composite crews where more than one (1) employee is needed for the job, or an arbitrator from ordering such when appropriate under the Plan. The aforesaid determinations shall decide only to whom the disputed work belongs.

SECTION 4 There shall be no strike, work stoppages, slowdown, interruption or other disruptive activity while any jurisdictional dispute is being resolved. The work shall proceed without interruption as assigned by the involved Contractor until finally resolved. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage, slowdown, interruption or other disruptive activity in protest of any such award or resolution.

ARTICLE XII **WAGES AND BENEFITS**

SECTION 1 All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the attached Schedule A's or any successor agreement to a Schedule A as described in Article XXIII, hereof, which shall, at a minimum, be the prevailing wage.

SECTION 2 The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A or any successor agreement to a Schedule A as described in Article XXIII. Bona fide jointly trusted fringe benefit plans established or

negotiated through collective bargaining during the life of this Agreement may be added only at the time the segment of the Project is put out to bid and will not apply to any segments previously put out to bid.

SECTION 3 The Contractor adopts and agrees to be bound by the written terms of the legally-established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

SECTION 4 Upon written notice from the Union to the General Contractor/Construction Manager that a subcontractor is in arrears on payments of fringe benefits for work performed on this Project, the General Contractor/Construction Manager will direct the subcontractor to comply with its contractual obligations. If the correct payments are not made within thirty (30) days, the General Contractor/Construction Manager will withhold moneys owed from its payments to the subcontractor sufficient to satisfy the outstanding debt to the fringe benefit fund and shall issue joint checks payable to the involved subcontractor and the involved fringe benefit fund.

ARTICLE XIII

HOURS OF WORK, OVERTIME SHIFTS AND HOLIDAYS

SECTION 1 **Work Week and Work Day.** The standard workweek shall consist of forty hours Monday through Friday. The standard workday shall consist of eight hours of work between the hours of 7:00 A.M. and 3:30 P.M. with one half-hour unpaid lunch to commence no earlier than 11:30 A.M. and end no later than 12:30 P.M. The Contractor, at

its own discretion, may establish a standard work week consisting of four ten-hour days between 6:00 a.m. and 6:30 p.m. with one half-hour unpaid lunch, Monday through Thursday inclusive. The standard work day may be changed to accommodate job conditions or the needs of the school district as determined by the Superintendent of Schools or the General Contractor/Construction Manager on five days' notice, or less notice as is mutually agreed upon. Starting time shall commence and quitting time shall occur at the employee's designated work area. In the event a day during the standard workweek is lost due to inclement weather, Saturday may be utilized as a voluntary make-up day at the straight time rate of pay for employees scheduled to work a 5-day workweek. In the event a day during a four-day workweek is lost due to inclement weather, Friday may be utilized as a voluntary make-up day at the straight time rate of pay. In the event two days during the standard work week is lost due to inclement weather, Friday and Saturday may be utilized as voluntary make-up days at the straight time rate of pay. Voluntary make-up days for employees scheduled to work a four-day workweek shall be ten-hour workdays for the employees volunteering to work.

SECTION 2 **Overtime** pay shall be established by reference to the applicable Schedule A, provided, however, that the Contractor may create a 4-day, 10 hour-per day work schedule. For employees scheduled to work a 4-day work week, the first ten hours on each scheduled day shall be at straight time. The first two hours worked in excess of the 10-hour shift, Monday through Thursday or on a voluntary make-up day, shall be paid at time and one-half. Work performed on Sundays and in excess of twelve hours a day for employees scheduled to work a 4-day work week shall be paid at the rate stated in the applicable Schedule A, but in no event at a rate exceeding double time. There will be no restriction upon the Contractor's scheduling of overtime or the non-discriminatory designation of employees who shall work the overtime. There shall be no pyramiding of

overtime pay under any circumstances. Any abuse of this provision will be referred to the Labor-Management Committee for resolution.

SECTION 3 It shall not be a violation of this Agreement if the General Contractor/Construction Manager considers it necessary to suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided; however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

SECTION 4 **Shifts** may be established when considered necessary by the Contractor.

- (a) Shift hours and rates will be as follows:
- **First Shift**: Eight hours' pay for eight worked plus one-half hour unpaid lunch period.
 - **Second Shift**: Eight hours pay for seven and one-half hours worked plus one-half hour unpaid lunch.
 - **Third Shift**: Eight hours' pay for seven hours worked plus one-half hour unpaid lunch period.
- (b) Shifts shall be established and continue for a minimum of five consecutive workdays.
- (c) If only two shifts are to be worked, the contractor may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

SECTION 5 **Holidays**. Recognized holidays on this Project shall be those set forth below:

New Year's Day
Good Friday

Labor Day
Thanksgiving Day

Memorial Day
Independence Day

Christmas Day

Holiday pay shall be paid as set forth in the attached Schedule A's. These Holidays shall be observed on the dates established by the state and federal government.

SECTION 6 **Reporting Pay.** Reporting Pay shall be paid in the manner set forth in the attached Schedule A's.

SECTION 7 **Meal Period.** The Contractor will schedule a meal period of not more than one-half hour's duration at the work location at approximately four hours into the scheduled work shift, consistent with Section 1 of this Article. If an employee is required to work through his meal period, he or she shall be compensated. An additional meal period of one-half hour's duration shall be provided in the event an employee is required to work in excess of twelve hours. The additional meal period shall be scheduled between the twelfth and thirteenth hour.

ARTICLE XIV **CLEAN UP**

All trades will clean up their own work area and bring the debris to a nearby-designated area. The removal of debris from the designated areas will be the work of the Laborers.

ARTICLE XV **ELEVATORS**

Hoist and elevators in new and constructed buildings when in use for the construction or renovation and used for hoisting material or a combination of construction personnel and material shall require an operating engineer for the duration of their use. This will not apply

to other types of lifts (e.g. scissor lifts or man lists) used in the performance of the work, or to elevators in existing facilities where the use of the elevator is limited to building employees, visitors, and their supplies.

ARTICLE XVI

TELEDATA

Subject to the provisions of Article III, hereof, the parties hereby agree that the following Teledata work performed on any of the sites during construction shall be done by employees represented by I.B.E.W. Local 90. For the purpose of this Agreement, Teledata work shall include the following: all installation, operation, inspection, maintenance, repair and service of radio, television, video, data, voice, sound, emergency call, microwave and visual production and reproduction apparatus, equipment and appliances used for domestic, commercial, educational and entertainment purposes; all installation and erection of equipment, apparatus or appliance, cables and/or wire, emergency power (batteries) and all directly related work which becomes an integral part of the telecommunication and/or telecommunications-related systems; repair and service maintenance work of telecommunications systems and devices including, but not limited to, Private Branch Exchanges (PBX-PABX), Key equipment and associated devices, PCM, T1, and/or telephone-related systems, customer-owned or employer-owned, CCTV, CATV, card access, Systems RS 232 ethernet and/or any local area network system associated with computer installation. Not included in the Teledata work covered by this Agreement is any specialized installation, operation, maintenance, repair or service work for which the employees represented by I.B.E.W. Local 90 are not specially trained or certified such that requisite guarantees and warranties can be provided to the Owner by the successful Contractor(s).

ARTICLE XVII **APPRENTICES**

SECTION 1 The Contractor may utilize apprentices as are contained in the applicable Apprentice wage and ratio Attachment to this Agreement.

SECTION 2 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the special need and obligation to capitalize on the availability of the local work force in New London, especially minorities and women entering the construction industry. To these ends, the Contractor will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured. Further, the parties will facilitate and encourage local residents, minorities and women to commence and progress in apprenticeship programs, and other accepted and recognized training programs, in the construction industry.

ARTICLE XVIII **SAFETY, PROTECTION OF PERSON AND PROPERTY**

SECTION 1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules

contained herein or established by the Contractor or General Contractor/Construction Manager provided, however, it is understood that the employees have an obligation as set forth in Section 2 below.

SECTION 2 Employees must use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and/or the Town. Failure to do so will be grounds for discipline, including discharge.

SECTION 3 Employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety, security, and visitor rules as established by the General Contractor/Construction Manager and/or Contractor in accordance with applicable State and Federal safety and health statutes and regulations. These rules will be published and posted in conspicuous places throughout the Project.

ARTICLE XIX

SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

The inspection of incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the General Contractor/Construction Manager and/or Contractor.

ARTICLE XX

NO DISCRIMINATION

SECTION 1 The Contractor and the Unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religious

creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, veteran's status, or membership or non-membership in a Union in any manner prohibited by law or regulation.

SECTION 2 Any complaints regarding application of the provisions of Section 1 of this Article should be brought to the immediate attention of the General Contractor/Construction Manager and the involved Contractor for consideration and resolution.

SECTION 3 The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE XXI **WORKING CONDITIONS**

SECTION 1 With the exception of one organized coffee break, there will be no rest periods except when necessary for health and safety reasons. Individual coffee containers will be permitted at the employee's work location. An additional organized coffee break shall be provided in the event that an employee is required to work in excess of ten hours. This additional coffee break shall be scheduled before the tenth hour is completed.

SECTION 2 There shall be no restrictions on the emergency use of any tools or equipment by any qualified employee.

SECTION 3 The Contractor may require pre-employment, pre-assignment and other drug and alcohol testing. All testing shall be in compliance with applicable Connecticut and federal laws and regulations.

ARTICLE XXII **SAVING AND SEPARABILITY**

SECTION 1 It is not the intention of any party to this Agreement to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void by order of any court of competent jurisdiction as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect. Further, the parties hereto agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by the Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties hereto.

SECTION 2 This Article shall not be construed to waive the prohibitions of Article VIII hereof, and, if the parties are unable to resolve their differences, the matter shall be referred _____ for resolution, as provided for in said Article VIII.

ARTICLE XXIII **DURATION OF THE AGREEMENT**

SECTION 1 Except as provided for in Section 2 of this Article, this Project Labor Agreement shall be effective on the date executed by the parties and shall continue in effect for the duration of the Project site preparation, construction and renovations described in Article II hereof. Site preparation, renovations and/or construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the Owner and has received the final acceptance from the appropriate Owner representative.

Except as provided in Articles XII, hereof, Schedule A's attached to this Project Agreement shall continue in full force and effect until the Contractor and/or Union parties to the Collective Bargaining Agreements which are the basis for such Schedules A's notify the General Contractor/Construction Manager and any affected Contractor of the mutually agreed upon changes in those provisions of such Agreement which are applicable to the Project and their effective date(s), which shall become the effective date(s) under this Agreement.

The parties agree that any provisions negotiated into said collective bargaining agreements will not apply to work on this Project if such provisions are less favorable to the Contractor than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied on this Project if it may be construed to apply exclusively or predominantly to work covered by this Project Agreement. Any disagreement between the parties over the incorporation into Schedule A of such provisions agreed upon in the negotiation of the Local Collective Bargaining Agreement which serves as the basis for the Schedule A shall be referred to Harvey Shrage or Richard Boulanger who shall act as arbitrators on a rotating basis beginning with Boulanger.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed and effective as of the _____ day of _____, 2015.

NORWICH-NEW LONDON
BUILDING TRADES COUNCIL

(GENERAL CONTRACTOR/
CONSTRUCTION MANAGER)

By _____
Its _____

By _____
Its _____

SAMPLE

FOR THE UNIONS

Operating Engineers, Local 478

Teamsters Local Union No. 493

Laborers' Local 547

Carpenters, Millwrights and
Pile Drivers, Local 24

Bricklayers' Local 1

I.U.P.A.T. District Council 11

Electricians Local 90

Plumbers & Pipefitters Local No. 777

Ironworkers Local 424

Sheet Metal Workers Local 40

Asbestos Workers Local 33

Roofers' Local 15

Boilermakers Local 237

Elevator Constructors' Local 91

Glaziers' Local 1274

Sprinklerfitters Local 669

_____ **SCHOOL**

PROJECT LABOR AGREEMENT

CONTRACTOR'S ACCEPTANCE OF AGREEMENT

The undersigned Contractor who has been awarded work at the _____
School, acknowledges that it has received and hereby accepts and agrees to be bound by the
Project Labor Agreement for the _____ **School** between _____, in
its capacity as General Contractor/Construction Manager, and the Norwich-New London
Building Trades Council.

NAME OF EMPLOYER _____
ADDRESS _____
CITY, STATE, ZIP CODE _____

Name and Title of Authorized Representative

Signature of Authorized Representative

Date

Telephone number

Fax Number

E-Mail



2022-04 CMAR Community Center
Construction Manager At Risk
New London Community Recreation Center
Attachment L
Past Performance Evaluation Form

Offeror Name: _____

Performance Element (See Description p. 2)	Excellent*	Good	Acceptable	Poor	Unacceptable**
Quality of Services/ Work					
Timeliness of Performance					
Cost Control					
Business Relations					
Customer Satisfaction					

1. Name of Evaluating Organization: _____
2. Name & Title of Evaluator: _____
3. Telephone Number of Evaluator: _____
4. E-mail address of Evaluator: _____
5. Signature of Evaluator: _____ Date: _____
6. Describe type of service received: _____
7. Contract Number _____ Contract Amount _____
8. Contract Period of Performance _____

*Remarks on Excellent Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

** Remarks on Unacceptable Performance: Provide data supporting this observation.
(Continue on separate sheet if needed)

RATING GUIDELINES

Summarize Contractor performance in each of the rating areas. Assign each area a rating of 0 (Unacceptable), 1 (Poor), 2 (Acceptable), 3 (Good), 4(Excellent), or ++ (Plus). Use the following instructions as guidance in making these evaluations.

	Quality Product/Service	Cost Control	Timeless of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negated costs to actual -Cost efficiencies -Change order issue 	<ul style="list-style-type: none"> -Meet Interim milestones -Reliable -Responsive to technical directions -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of contract problems -Reasonable/cooperative -Flexible -Pro-active -effective contractor recommended solutions -Effective snail/small disadvantaged business Subcontracting program
0. Zero	Nonconformances are comprises the achievement of contract requirements, despite use of Agency resources	Cost issues are comprising performance of contract requirements.	Delays are comprising the achievement of contract requirements, Despite use of Agency resources.	Response to inquiries, technical/ service/administrative issues is not effective and responsive.
1, Unacceptable	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	response to inquiries, technical/ service/administrative issues is marginally effective and responsive.
2. Poor	Nonconformance require minor Agency resources to ensure achievement of contract requirements.	Costs issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Responses to inquiries, technical/ service/administrative issues is somewhat effective and responsive.
3. Acceptable	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Responses to inquires, technical/ service/administrative issues is usually effective and responsive.
4. Good	There are no quality problems.	There are no cost issues.	There are not delays.	Responses to inquiries, technical/ service/administrative issues is effective and responsive,
5. Excellent	The contractor has demonstrated an exceptional performance level in some or all of the above categories.			

[Offeror’s Letterhead]

[Insert Date]

City of New London
Department of Finance-Purchasing Agent
13 Masonic Street
New London, CT 06320

Attention: Joshua Montague
Accounting Purchasing Agent

Reference: Request for Proposals (“RFP”) – 2022-04 - Construction Management At-Risk (“CMAR”) Services for the New London Community Recreation Center

Dear Mr. Montague:

On behalf of [INSERT NAME OF Offeror] (the “Offeror”), I am pleased to submit this Proposal in response to the City of New London’s RFP to provide Construction Manager At-Risk Services for the Community Recreation Center Project. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the “Bid Documents”) and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP.

The Offeror’s proposal, the Preconstruction Fee, Construction Management Fee, and the Maximum Cost of General Conditions are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents.

The Offeror’s Proposal is as follows:

- A. Preconstruction Fee is:** \$ _____
- B. Construction Management Fee is:** \$ _____

The Offeror acknowledges and understands that Preconstruction Fee is a firm, fixed price and other than as permitted in the Form of Contract will not be subject to further adjustment. The Offeror further acknowledges that twenty-five percent (20%) of the Construction Management Fee shall be at risk, and the Offeror shall be entitled such portion if such portions are earned in accordance with the Form of Contract.

The estimated cost of the Offeror’s general conditions (the “Maximum Cost of General Conditions”) is set forth below. The Maximum Cost of General Conditions consists of the following elements:

Cost of construction staff (only field staff are reimbursable)	\$ _____
Fringe Benefits associated with field staff costs	\$ _____
Payroll taxes and payroll insurance associated with construction staff costs	\$__ Staff costs
associated with obtaining permits and approvals	\$ _____
Out-of-house consultants	\$ _____
Field office for CMAR including but not limited to:	\$ _____
• Trailer purchase and/or rental	
• Field office installation, relocation and removal	
• Utility connections and charges during the Construction phase	
• Furniture	
• Office supplies	
Office equipment including but not limited to:	\$ _____
• Computer hardware and software	
• Fax machines	
• Copy machines	
• Telephone installation, system and uses charges	
• Job radios	
Local delivery and overnight delivery costs	\$ _____
First aid facility	\$ _____
BIM Cost (software, seats, hardware)	\$ _____
Other (please itemize)	\$ _____
Total Maximum Cost of General Conditions	\$ _____

The Offeror acknowledges and understands that the Maximum Cost of General Conditions will be incorporated into the contract and that the Offeror will not be permitted to exceed the Maximum Cost of General Conditions unless it first obtains the written approval of the City.

C. In addition, the Offeror hereby represents that, based on its current rating with its surety, the indicated cost of a payment and performance bond is [INSERT PERCENTAGE].

The Offeror’s Proposal is based on and subject to the following conditions:

1. The Offeror agrees to hold its Proposal open for a period of at least one hundred and twenty (120) days after the date of the Proposal.
2. Assuming the Offeror is selected by the City and subject only to the changes requested in Paragraph 5, the Offeror agrees to enter into a contract with the City on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award. In the event the Offeror fails to do so, the City shall have the right to levy upon the Offeror’s bid bond.
3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror’s

Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Proposal. In addition to any other remedies that the City may have at law or in equity, the City shall have the right to levy upon Bidder's Bid Bond in the event of a breach of this Paragraph 3.

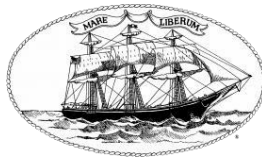
4. The Offeror and its principal team members hereby represent and warrant that they have not:
(i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's Proposal is subject to the following requested changes to the Form of Contract: **INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE CITY TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE CITY WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.**

6. This bid form and the Offeror's Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: _____
Name: _____
Title: _____



CITY of NEW LONDON

COMMUNITY RECREATION CENTER PROJECT
LOCAL, SMALL and MINORITY Owned BUSINESS AFFIDAVIT CERTIFICATION

I, _____ am an owner or duly authorized representative of
_____ (Proposer/name of business), and I do hereby declare:

This business:

Meets one or more of the criteria for a local, small or minority-owned business pursuant to **Section C.1** of the RFP as outlined below. Please check all that apply.

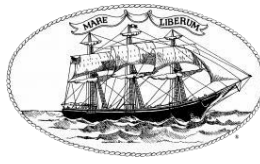
- Small business enterprise, meaning that the Offeror had gross revenues under \$10 million in most recently completed fiscal year.
- Local business enterprise in the City of New London, meaning that the principal office of the business must be physically located in the City of New London, CT.
- Local business enterprise in the County of New London, meaning that the principal office of the business must be physically located within the County of New London, CT.
- Local business enterprise in the State of Connecticut, meaning that the principal office of the business must be physically located within the State of Connecticut.
- Minority, women, or veteran-owned business enterprise, meaning that the Offeror must have at least 50% ownership by one or more minority person(s) who exercise operational authority over daily affairs of the business, have the power to direct management and policies, and receive the beneficial interests of the business

The undersigned hereby authorize(s) and request(s) any person, firm or corporation to furnish any pertinent information requested by the City of New London deemed necessary to verify the statements made in this affidavit or regarding the ability, standing and general reputation of the Offeror. I declare, under penalty of perjury, that the information provided above and any supporting documents are true and accurate to the best of my knowledge. The owner/authorized representative will inform the City of New London within 30 days of any change that would affect my small, local or minority-owned business status.

Owner/Authorized Representative Signature

Date

Date Owner/Authorized Representative Printed Name & Title



Notary:

STATE OF _____

COUNTY OF _____

Before me, the above signed authority, personally appeared _____, who is personally known to me or has produced _____ (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent _____ (business). Sworn and subscribed to before me this _____ day of _____, _____.

(Notary Signature)

My Commission Expires:

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

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 _____

2022-04 CMAR Community Center NCA/SC Page 1 of 1

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 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).

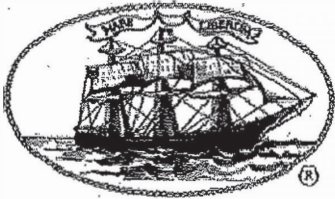
Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

Date: _____

By: _____

Official Address: _____

Title: _____



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. 2022-04 New London Community Recreation Center**. 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

Insurance Requirements- CMAR

Tenant 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.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Professional Liability	Each Occurrence	\$5,000,000
Auto Liability	Combined Single Limit	\$1,000,000
Umbrella	Each Occurrence	\$10,000,000
	Aggregate	\$10,000,000
Pollution Liability	Each Occurrence/Agg	\$5,000,000

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.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

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.

Statement of Bidder's Qualifications

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

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

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

8. General character of work performed by your company _____

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

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

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

12. List your major equipment available for this Contract _____

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

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

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

16. Credit available \$ _____

17. Give Bank reference _____

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

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

Dated _____ (Name of Bidder)

By _____

Title _____

State of _____)
County of _____) ss.

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

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

Subscribed and sworn to before me this

_____ day of _____ 20

(Notary Public)

My Commission expires _____