

RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023



TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 Fax: (860) 228-1952

The Town of Columbia is accepting sealed bids for Columbia Boathouse Reconstruction Concrete Bid project in Columbia, Connecticut - **Project NO. 03-2023**. Bids will be received at the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut until **11:00 A.M. on Friday, June 9, 2023**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP's deadline time of 11:00 A.M.**

The RFP documents will be available from the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut, telephone number (860) 228-0110 or the Town's website, www.columbiact.gov. After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town, in its sole discretion, reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

TABLE OF CONTENTS

INTRODUCTION..... 3

KEY EVENT DATES..... 3

OBTAINING RFP DOCUMENTS 3

SCOPE OF SERVICES 4

RFP RESPONSE SUBMISSION INSTRUCTIONS..... 5

1. SUBMISSION OF BIDS..... 5

2. AWARDING THE CONTRACT:..... 5

3. PERMITS: 6

4. LICENSURE AND/OR CERTIFICATES: If applicable, the 6

5. PERFORMANCE BOND:..... 6

6. FAIR EMPLOYMENT PRACTICES: 6

7. INTERPRETATION OF ACCEPTABLE WORK: 6

8. TAX EXEMPTIONS:..... 6

9. RETAINAGE:..... 6

10. WARRANTY OF WORK:..... 6

11. COMMENCEMENT OF WORK:..... 6

12. TERM OF CONTRACT: 7

13. HOURS OF WORK: 7

14. DISPOSAL OF EQUIPMENT AND MATERIALS:..... 7

15. INSURANCE: 7

APPENDIX A – TOWN OF COLUMBIA BOATHOUSE SITE PLAN..... 11

APPENDIX B – SAMPLE CONTRACT 12

s:\selectman\mark walter\purchasing & rfq's and rfp's\columbia rfp's\boathouse concrete foundation\town of columbia concrete bid boathouse reconstruction.docx

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

INTRODUCTION

THE TOWN OF COLUMBIA will receive sealed Bid Proposals for the Columbia Boathouse Reconstruction Concrete Bid project, Project No. 03-2023, located at the Town Beach, 20 Lake Rd., Columbia, CT. Sealed bids will be received at the Adel Urban Town Administration Building, located at 323 Route 87, Columbia Connecticut until **11:00 A.M. on Friday, June 9, 2023**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP’s deadline time of 11:00 A.M.** Bids received after the specified closing time will not be accepted and will be returned to the prospective bidder unopened.

No oral or facsimile bid proposals are permitted or shall be considered as valid for the purposes of the Columbia Boathouse Reconstruction Concrete Bid project, **Project NO. 03-2023**.

After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town in its sole discretion, reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

KEY EVENT DATES

Advertisement of RFP	5/31/2023
RFP Due Date	11:00 A.M., Friday, June 9, 2023
Public Opening of Responses	Immediately following the RFP’s due date.
Mandatory Walkthrough/Pre-bid Meeting	By appointment with Dan Johnson, Facilities Department, before due date. Contact 860-878-8978.

OBTAINING RFP DOCUMENTS

Specifications and RFP documents may be obtained from the Office of the Town Administrator, Mark Walter, 323 Route 87, Columbia, CT 06237, telephone number (860) 228-0110 or the Town’s website, www.columbiact.org.

END OF INTRODUCTION

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

SCOPE OF SERVICES

The work that The Town of Columbia needs to have done is, to form and pour a new footing where the stairwell will go, pin existing foundation footing, then form and pour new 8" concrete walls. Exact dimensions of concrete are located on the included Site Plan. Due to the septic system on one line of access and steep grade on another, a pump truck must be used or an alternative means, to pour concrete. A truck can get within approximately 150' of job location.

1. Conform to applicable state and town code for design, fabrication, erection, and removal of form work as well as comply with the recommendations of "specifications for structural concrete for buildings ACI 301R-latest revisions".
2. Contractor is responsible to comply with all applicable governing codes and regulations.
3. Concrete schedule; F'c @ 28 days. Wall concrete slump between 5.5 inches and 6.5 inches with aggregate size F no greater than 1/2".
 - Concrete footings - 3,000 PSI
 - Concrete foundation - 3,500 PSI
4. Existing concrete foundation to remain and is in suitable condition to build on per the Town of Columbia. GC to field verify existing.

END OF SCOPE OF WORK

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

RFP RESPONSE SUBMISSION INSTRUCTIONS

1. **SUBMISSION OF BIDS:** Two hard copies must be delivered by mail or courier, the sealed envelope must be addressed to "Town Administrator Town of Columbia, 323 Route 87, Columbia, Connecticut 06237". Responses must be at the office of the Town Administrator by the time of the Public Opening of Responses date noticed in Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted.

All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.

Responses are considered valid for ninety (90) days after response(s) are opened. Consultants submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.

Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

The inability to meet any specified requirements(s) must be stated in writing and attached to the response form or written on the response form.

Submission of a Bid signifies that the Bidder will sign the contract presented by the Town (if awarded) without alteration. Refusal to sign or exceptions taken to the contract will give the Town of Columbia the right to reject the bid in its entirety without obligation or liability.

The Bid Specifications must be followed and complied with in all respects.

The successful bidder shall comply with all applicable Federal, State, and local laws and regulations and all Town of Columbia requirements.

2. **AWARDING THE CONTRACT:** The TOWN of COLUMBIA in its sole discretion reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town. It is the Town's policy to not award to those who owe TOWN of COLUMBIA prior year(s) property taxes. The contract will be awarded to "The Lowest Responsible and Qualified Bidder". The lowest responsible and qualified bidder is the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

- 3. PERMITS:** All Town of Columbia Permit Fees associated with the work under this contract are hereby waived by the Town of Columbia. The work to be conducted is at a Town owned and maintained facility. Contractor shall obtain any and all necessary State and/or local permits required pertaining to Lead Paint removal.
- 4. LICENSURE AND/OR CERTIFICATES:** If applicable, the successful Contractor awarded the bid shall provide to the Town his applicable and active license and/or Certificates required to successfully perform the work contemplated under this RFP.
- 5. PERFORMANCE BOND:** The Successful Bidder may be required to furnish a performance bond for the full amount of this Contract, at the discretion of the Town. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the Town.
- 6. FAIR EMPLOYMENT PRACTICES:** The successful bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, non-discrimination and local hiring preferences established by the Town of Columbia for Columbia Boathouse Reconstruction Concrete Project. The Town of Columbia is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.
- 7. INTERPRETATION OF ACCEPTABLE WORK:** The specifications, response and contract documents are to be interpreted as meaning those acceptable to the TOWN of COLUMBIA. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.
- 8. TAX EXEMPTIONS:** The TOWN of COLUMBIA is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.
- 9. RETAINAGE:** The Town of Columbia shall retain five percent (5%) of the total bid amount for up to a period of one year from date of completion.
- 10. WARRANTY OF WORK:** The successful bidder shall provide a minimum of a one (1) year warranty for all work, material installations conducted under the Scope of Work and this contract.
- 11. COMMENCEMENT OF WORK:** No work shall commence under the contract without the issuance of a Notice to Proceed or Award and a Purchase Order from the Town of Columbia Administration. The successful Contractor shall not exceed the total contract price without advance written approval from the Town of Columbia Administration.

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

The successful Bidder shall execute the Contract provided by the Town without alteration, within fifteen (15) days of the Notice of Proceed or Award.

- 12. TERM OF CONTRACT:** The contract shall be for a term of six (6) weeks from the start of work. This term may be modified by the Town of Columbia at any time or by the Contractor with written consent and approval by the Town of Columbia administration.
- 13. HOURS OF WORK:** Under this contract work may continue between the hours of 7 a.m. and 5 p.m. daily, Monday through Friday, holidays excluded. Exceptions to the aforementioned hours of work can only be made through a request and approval by the Town of Columbia's Facilities Department and Dan Johnson.
- 14. DISPOSAL OF EQUIPMENT AND MATERIALS:** All materials and equipment replaced under this contract shall be disposed of by the contractor at his/her sole expense unless otherwise specified or approved of by the Town of Columbia's enter Facilities Department and Dan Johnson. The Contractor shall submit any and all copies of any Hazardous Materials manifest for disposal indicating volume for disposal, date, location for disposal and signed off by the vendor used for disposal.
- 15. INSURANCE:** The firm awarded this contract must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:
 - 1) General Conditions:** Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.
 - A. Certificates of insurance:** The contractor/insured will give the Town of Columbia a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ices) of insurance without sixty (60) days advance written notice to the Town of Columbia's, Town Administrator. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the town to identify a deficiency from evidence

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance.

- B. **Insurer Qualifications:** All Insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the Town.
- C. **Additional Insured:** The policy or policies providing insurance as required, with the exception of professional liability and worker's compensation, Contractor shall add the Town of Columbia on all insurance policies as an additional insured. Contractor shall provide the Town of Columbia with a certificate of insurance. Contractor insurance shall be primary and non-contributory.
- D. **Retroactive Date and Extended Reporting Period:** Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- E. **Subcontractors' Insurance:** The contractor will require and cause each subcontractor hired and/or employed by the contractor to purchase and maintain insurance of the types specified below. The contractor will furnish copies of certificates of insurance evidencing coverage and additional insured status of Town for each subcontractor. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- F. **Waiver of Subrogation:** The contractor and any subcontractor who will perform work on this project shall waive subrogation and all rights of recovery against the Town of Columbia. Contractor will require all insurance policies related to the work and secured and maintained by the contractor to include clauses waiving subrogation in the certificate of insurance. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. This applies to general liability, Auto, Excess and workers' compensation insurance policies.
- G. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Columbia, and their boards, employees and agents from and against all claims, damages, losses, judgments and expenses, including but not limited to attorney fees of counsel selected by the Town, that arise from or may arise from the performance of the work, the supplying of materials and/or the breach of this Agreement provided that such claim, loss, damage, judgment and/or loss expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) but only to the

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

extent caused by the negligent acts or omissions, in whole or in part, of the Contractor, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. This provision will survive the termination of the Agreement.

2) Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor/insured's sole responsibility.
- C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
 - \$ 1,000,000 each occurrence if blasting is required.
 - \$ 2,000,000 general aggregate with dedicated limits per project site.
 - \$ 2,000,000 products and completed operations aggregate.
 - \$ 1,000,000 personal and advertising injury.
- D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos of at least 1 million dollars.
 - E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:
 - Workers' Compensation: statutory limits.
 - Employer's Liability: \$1,000,000 bodily injury for each accident.
 - Employer's Liability: \$1,000,000 bodily injury by disease each employee.
 - Employer's Liability: \$1,000,000 bodily injury disease aggregate.
 - F. Professional Liability: \$1,000,000 if the project requires it.

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

- G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.
- H. These are, minimum insurance limit requirements only. Additional insurance coverage's and amounts may be required or waived by the Town of Columbia on a per project basis.
- I. All coverages, excluding professional liability, require waiver of subrogation in favor of the Town. All coverages, excluding WC and professional liability, require Town to be an additional insured per contract on a primary and non-contributory basis.
- J. All contractors and subcontractors are independent contractors. No employment relationship, express or implied, exists between the Town and Contractor / subcontractor.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

APPENDIX A – TOWN OF COLUMBIA BOATHOUSE SITE PLAN

RENOVATIONS FOR TOWN OF COLUMBIA BOAT HOUSE

323 ROUTE 87
COLUMBIA, CONNECTICUT

1. GENERAL CONDITIONS

A. THE CONTRACTOR'S AND THE SUBCONTRACTOR'S WORK SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL CODES AS JUDGED BY THE PERTINENT OFFICIALS AS WELL AS COMPLY WITH THE FOLLOWING CODES:
1. IBC 2021 (INTERNATIONAL BUILDING CODE) AND AMENDMENTS
2. 2022 CT BUILDING CODE
3. 2020 NFPA 70, NATIONAL ELECTRICAL CODE AND AMENDMENTS
E. WOOD FRAME CONSTRUCTION MANUAL, 2001
B. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES AND PERMITS ASSOCIATED WITH THE PROJECT.
C. THE GENERAL CONTRACTOR SHALL PROVIDE THE OWNERS WITH PROOF OF GENERAL LIABILITY INSURANCE.
D. DEMOLITION: THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL DEBRIS ASSOCIATED WITH THE CONSTRUCTION WORK AND BROOM SWEEP THE WORK AREA DAILY.
E. EXISTING ABOVE GRADE STRUCTURE WAS REMOVED DUE TO NATURAL CAUSES AND SAFETY.

2. SITE WORK

A. RE-SEED ALL DISTURBED AREAS.
B. LANDSCAPING: REMOVE AND RESET ALL DISPLACED SIDEWALK PAVERS AS REQUIRED
C. ALL ACCESS FILL TO BE REMOVED FROM THE SITE.

3. CONCRETE - SEE STRUCTURAL DRAWINGS

A. GENERAL NOTES:
1. CONFORM TO APPLICABLE STATE AND TOWN CODE FOR DESIGN, FABRICATION, ERECTION AND REMOVAL OF FORM WORK AS WELL AS COMPLY WITH THE RECOMMENDATIONS OF "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS AND SOIL-LATEST REVISIONS"
2. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE GOVERNING CODES AND REGULATIONS.
3. CONCRETE SCHEDULE: F-1 @ 28 DAYS WALL CONCRETE SLUMP BETWEEN 5.5 INCHES AND 6.5 INCHES WITH AGGREGATE SIZE F NO GREATER THAN 1/2".
1. CONCRETE FOOTINGS - 3,000 PSI
2. CONCRETE FOUNDATION - 3,500 PSI
B. EXISTING CONCRETE FOUNDATION TO REMAIN AND IS IN SUITABLE CONDITION TO BUILD ON PER THE TOWN OF COLUMBIA. GC TO FIELD VERIFY EXISTING FOUNDATION SIZE. ALL NEW CONCRETE WALLS TO BE FINISHED TO THE EXISTING FOUNDATION. SEE DETAIL.

5. METALS - SEE DRAWINGS

A. MISCELLANEOUS METALS: THE CONTRACTOR SHALL PROVIDE ALL BOLTS, BRACKETS, HANGERS, CONNECTORS, STRAPPING AND BRIDGING AS REQUIRED AND NECESSARY TO INSTALL THE WORK, INCLUDING SUCH ITEMS AS MAY BE NECESSARY AND UNDERSTOOD TO BE INSTALLED EVEN IF NOT DETAIL HEREIN
B. EXTERIOR METAL WORK: ALL EXTERIOR EXPOSED METAL TO BE EITHER STAINLESS STEEL, GALVANIZED, INK PLATED, FACTORY APPLIED FINISH OR FIELD PAINTED WITH RUST INHIBITOR PAINT, UNLESS OTHERWISE STATED ON THE DRAWINGS. PAINT TO BE APPLIED AS PER MANUFACTURER'S REQUIREMENTS. BLACK.
C. REBAR: REINFORCING BARS SHALL BE NEW DOMESTIC WITH A MINIMUM FY = 60,000 PSI AND SHALL CONFORM TO THE REQUIREMENTS OF "STANDARD SPECIFICATIONS FOR DEFORMED AND PLAIN RIBBET-STEEL BARS FOR CONCRETE REINFORCEMENT" (ASTM A615-LATEST REVISION). METAL REINFORCEMENT SHALL BE ACCURATELY BENT, SPLICED, AND PLACED TO DIMENSIONS SHOWN ON THE DRAWINGS AND IN ACCORDANCE WITH THE LATEST SPECIFICATIONS OF THE AMERICAN CONCRETE INSTITUTE. BARS SHALL BE TIED AT ALL INTERSECTIONS. METAL REINFORCEMENT SHALL HAVE A PROTECTION OF CONCRETE NOT LESS THAN THE FOLLOWING:

5. METALS - CONTINUED

1. THREE INCHES (3") AT SIDES AND ON BOTTOMS OF FOOTINGS
2. TWO INCHES (2") WHERE CONCRETE IS EXPOSED TO WEATHER OR TO THE GROUND AFTER REMOVAL OF FORMS FOR BARS LARGER THAN #5 AND ONE AND ONE-HALF INCHES (1 1/2") FOR #5 BARS AND SMALLER.
D. METAL HANGERS - SIMPSON STRONG-TIE MANUFACTURED
E. STANDING SEAM METAL ROOF - PAC CLAD MANUFACTURE, ALUMINUM .052, RYNAR FINISH, COLOR TO BE DECIDED.
F. METAL CONDUIT TO CONCEAL ALL ELECTRICAL WIRES AS REQUIRED BY CODE. PAINT ALL CONDUIT TO MATCH MOUNTED SURFACE.
G. RAILINGS - WESTBURY ALUMINUM RAILING BY DIGGER SPECIALTIES INC. TUSCONY STYLE, 42" HIGH RAILING, 2 1/2" POSTS, CIRCULAR BALUSTERS, SATIN BLACK FINISH. PROVIDE ADA HANDRAIL AND EXTENSIONS.
H. STRUCTURAL STEEL
1. PROVIDE ENGINEERED SHOP DRAWINGS FOR THE OWNERS AND ARCHITECT'S APPROVAL OF ALL FABRICATED STEEL.
2. STEEL STANDARDS
3. STRUCTURAL STEEL BEAMS - ASTM A 500, GRADE B, F_y=46 KSI
4. STRUCTURAL STEEL SHAPES AND PLATES - ASTM A36
5. HIGH STRENGTH BOLTS - ASTM A 529-N
6. WELDING ELECTRODES - AWS A5.1 OR A5.5, E70XX
7. ANCHOR RODS - ASTM A 307
8. STEEL SHALL BE IN ACCORDANCE WITH THE AISC "SPECIFICATIONS FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" LATEST EDITION.
9. SHOP PRIME ALL STRUCTURAL METALS.
10. SHOP PAINT ALL STEEL ANGLES - BLACK.

6. WOOD & PLASTICS

A. GENERAL NOTES:
1. THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO ACCOMPLISH THE CARPENTRY WORK SHOWN ON THE DRAWINGS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: FRAMING FOR THE STRUCTURE; FINISHING AND INSTALLING ALL FLOORING FOR ALL THE TRAVES, WALLS, BOLTS, HANGERS AND OTHER RELATED ITEMS RELATING TO THE SECURING THE FRAMING TO ITSELF, STEEL, CONCRETE AND OTHER WORK. PROVIDE FIRE STOPS USING 2" NOMINAL WOOD. REINFORCE STRUCTURAL WOOD WHERE IMPAIRED BY CLIPPING OR DRILLING. FRAMING PRACTICES TO ADHERE TO RECOMMENDATIONS OF "MANUAL FOR HOUSE FRAMING" LATEST EDITION.
2. DESIGN LOADS:
a. DECK: 100 PSF LL, + 16 PSF DL, = 116 PSF
b. ROOF AREAS: 30 PSF LL, + 12 PSF DL, = 42 PSF
3. STRENGTHS:
a. RAFTERS - DOUGLAS FIR NO.2 - FB = 1450 PSI (REPETITIVE)
b. STRINGERS - P.F. CONSTRUCTION GRADE
c. P.F. LVL'S FB = 2800 PSI
D. PRESSURE TREATED LVL'S - PANT TREATED LVL FLOOR JOISTS BY PACIFIC WOODTECH OR APPROVED EQUAL. (INSTALL AS PER MANUFACTURER'S REQUIREMENTS); PROVIDE SHOP DRAWINGS FOR CONSTRUCTION AND FOR OWNER'S AND ARCHITECT'S REVIEW & RECORDS.
1. JOIST MUST BE LATERALLY SUPPORTED AT CANTILEVER AND END BEARINGS BY BLOCKING PANELS, HANGER OR DIRECT ATTACHMENT TO A RIM BOARD OR RIM JOIST.
2. DRIVE NAILS AT AN ANGLE TO MINIMIZE SPLITTING.
3. PROTECT WOOD FROM DIRECT CONTACT WITH CONCRETE.
4. PROVIDE 1 1/4" MINIMUM END BEARING.
5. RIM JOIST MUST BE SECURED LATERALLY AT TOP AND BOTTOM OF JOISTS.
6. ALL JOIST ARE TO BE LEVEL AND PLUMB AND IN CORRECT POSITION.
C. WOOD CEILING - 2X4 PROVIDED BY THE TOWN OF COLUMBIA
D. DECKING, STAR HEADS AND RISERS - 5/4" T&G PVC PORCH COLLECTION BY TIMBERTECH. FINAL COLOR TO BE SELECTED. PROVIDE CONCEALED FASTENERS.

7. THERMAL AND MOISTURE PROTECTION

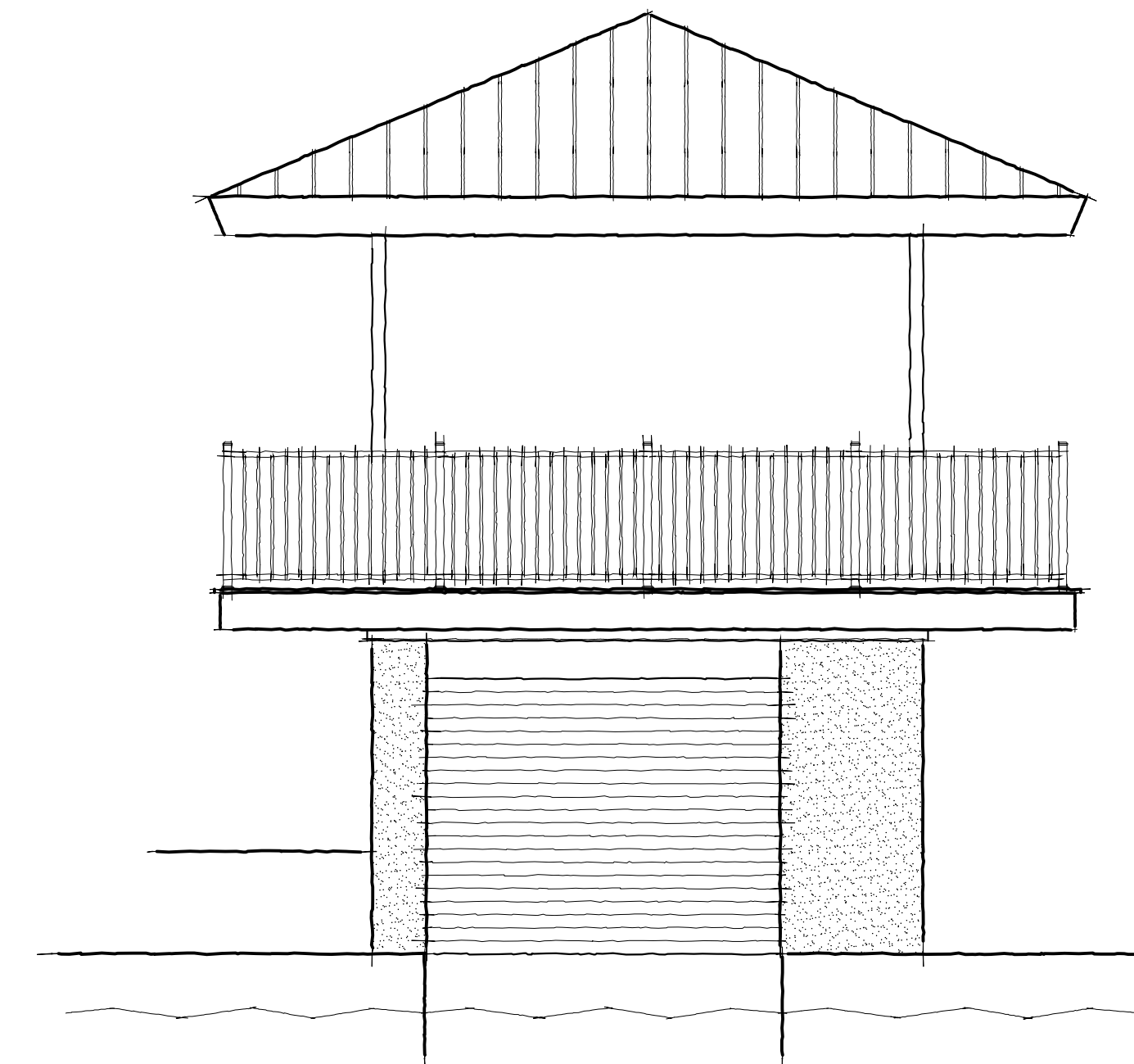
A. NEW ROOFING: STANDING SEAM METAL ROOF (SEE METALS). INSTALL ROOFING MATERIAL AS PER MANUFACTURER'S REQUIREMENTS. PROVIDE ICE AND WATER BARRIER AT ALL VALLEYS, HIPS AND EAVES TO 3'-0" WIDTH (2 LAYERS OF 15# FELT PAPER LAPPED 6" ON REMAINDER OF ROOF).

8. DOORS

A. DOORS: SEE PLANS FOR SIZES.
1. 8' 0" X 7' 0" ROLL-UP DOOR BY STORMWIE ROLLING DOORS, MODEL 620 22-GAUGE GALVANIZED STEEL, TYPE F-2655 SLAT PROFILE PUSH-UP, BETWEEN JAMB MOUNTED CHAIN HOIST, GREY FELT. VERIFY CONDITIONS AND FINAL SIZE PRIOR TO ORDERING. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
2. PASSAGE DOOR - 18" LITE HOLLOW METAL DOOR WITH LITE KIT AND GLASS WITH KEYS LOCK, PAINT - GREY TO MATCH CONCRETE.

15. ELECTRICAL

A. COORDINATE FINAL LOCATION OF ELECTRICAL WITH THE TOWN OF COLUMBIA. ALL ELECTRICAL WORK TO BE IN ACCORDANCE WITH THE CURRENT ELECTRICAL CODE. SEE PLANS FOR LOCATIONS.
1. CEILING FAN WITH LIGHT - CENTER CENTER - MOUNT BOTTOM OF FAN AT 10'-0" MINIMALLY. CONDUIT TO RUN UP SOUTH EAST COLUMN. CONDUIT PAINTED TO MATCH FINAL COLUMN COLOR.
2. ONE DUPLEX EXTERIOR WP / GFI OUTLET AND SWITCH (FOR FAN) ON SOUTH SIDE ON RIM JOIST ABOVE PASSAGE DOOR
3. ONE DUPLEX WP / GFI OUTLET WITHIN BOAT STORAGE AREA - WALL MOUNTED, WEST WALL
4. ONE DUAL HEAD FLOOD LIGHT ON NORTH SIDE ABOVE OVERHEAD DOOR - BLACK
5. TWO WATER PROOF WALL SCONCES - WALL MOUNTED ON SOUTH AND WEST WALLS WITHIN BOAT STORAGE AREA
6. SWITCHES AS REQUIRED ON INTERIOR WALL NEXT TO PASSAGE DOOR



LIST OF DRAWINGS:

A1.1 PROPOSED PLANS
A5.1 PROPOSED EXTERIOR BUILDING ELEVATIONS
A8.1 PROPOSED BUILDING SECTIONS
A9.1 PROPOSED DETAILS
A9.2 PROPOSED DETAILS
A9.3 PROPOSED DETAILS

ARCHITECT:

JWM ARCHITECTS LLC
41-C NEW LONDON TURNPIKE
GLASTONBURY, CONNECTICUT
PHONE: 860.657.3020
WWW.JWMARCHITECTS.COM

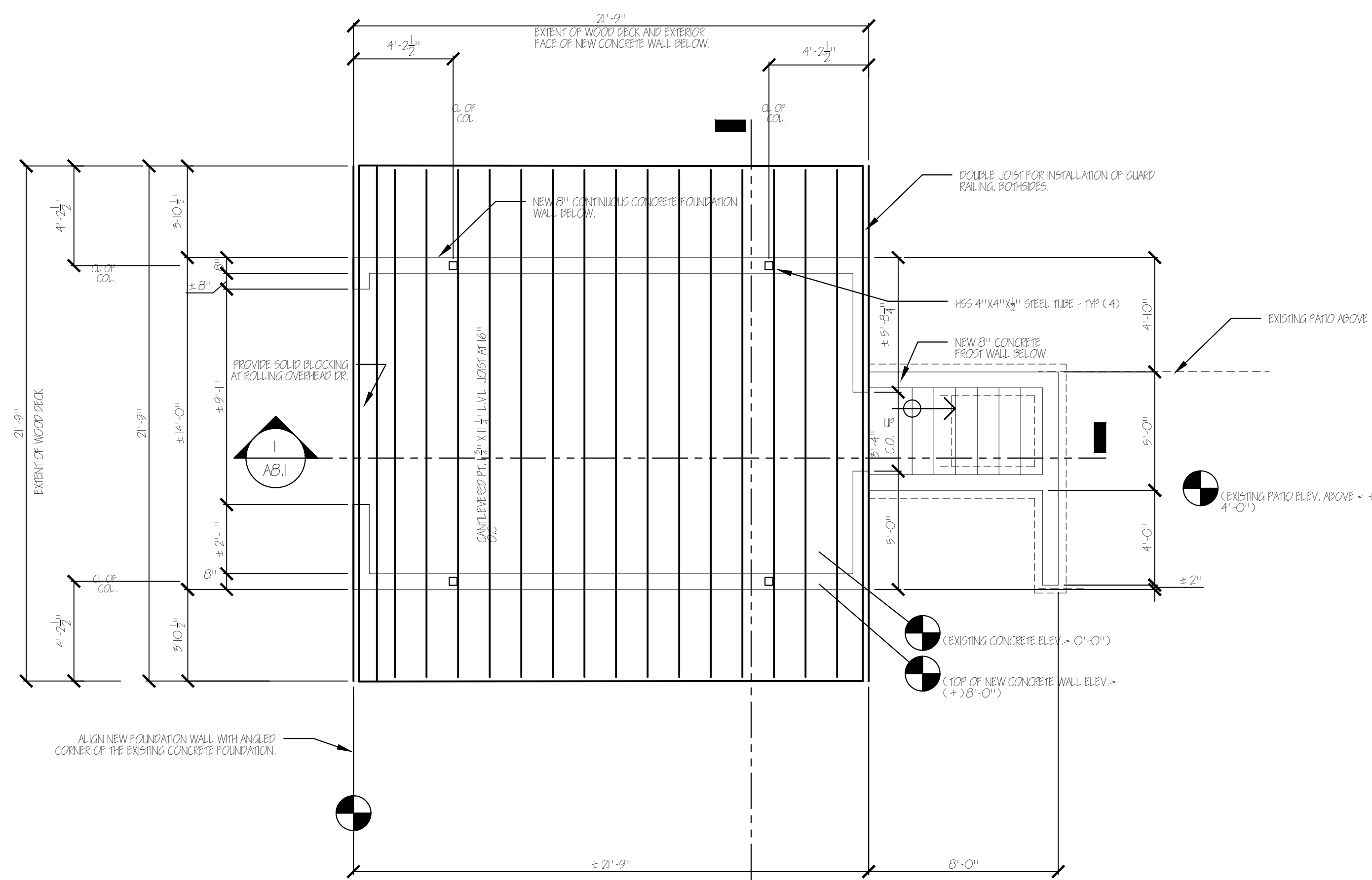
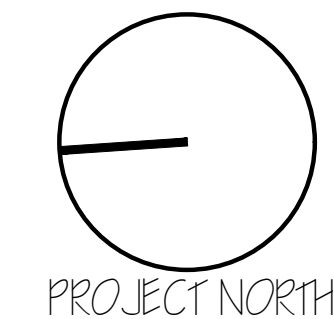


RELEASE:

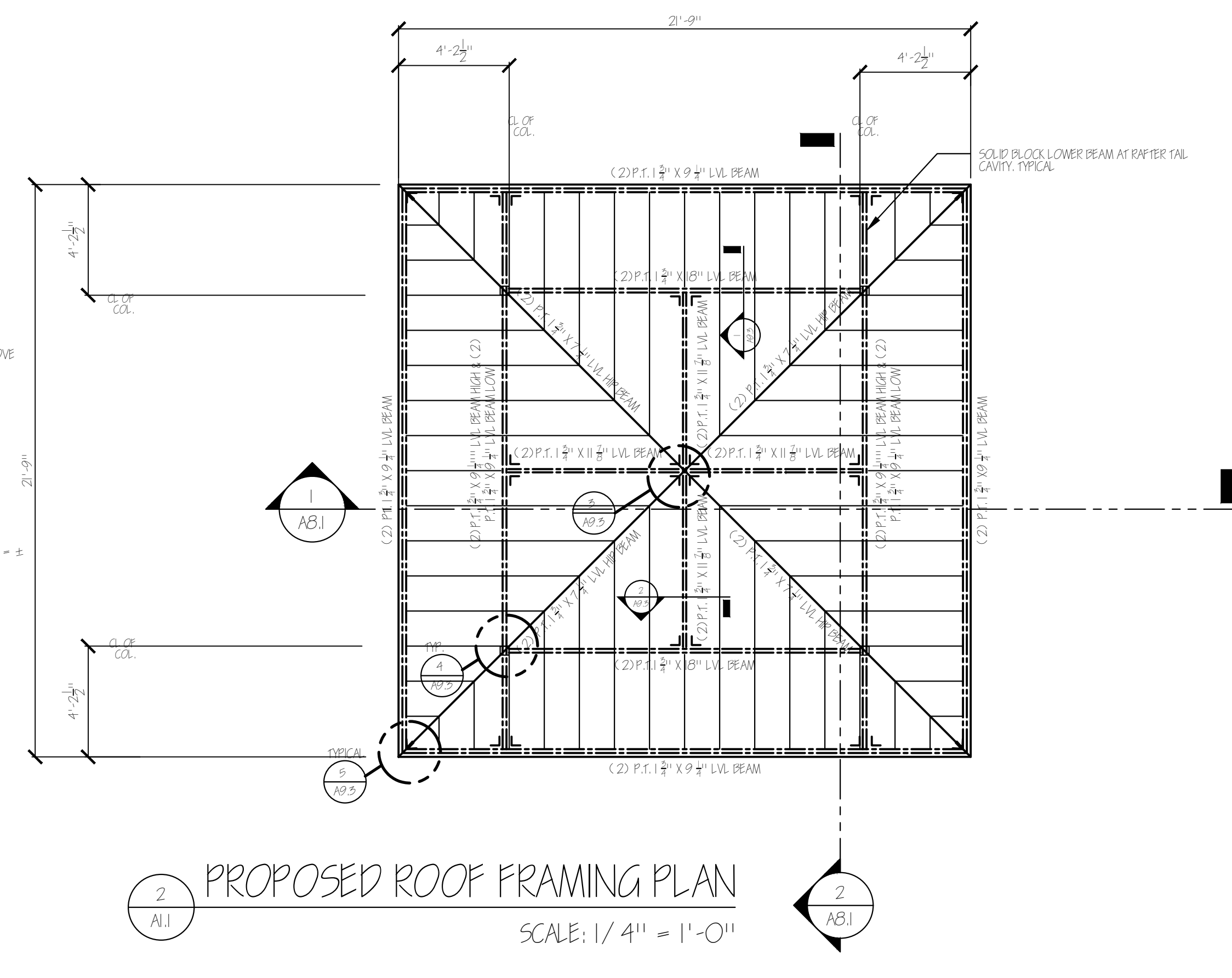
PERMIT

DATE:

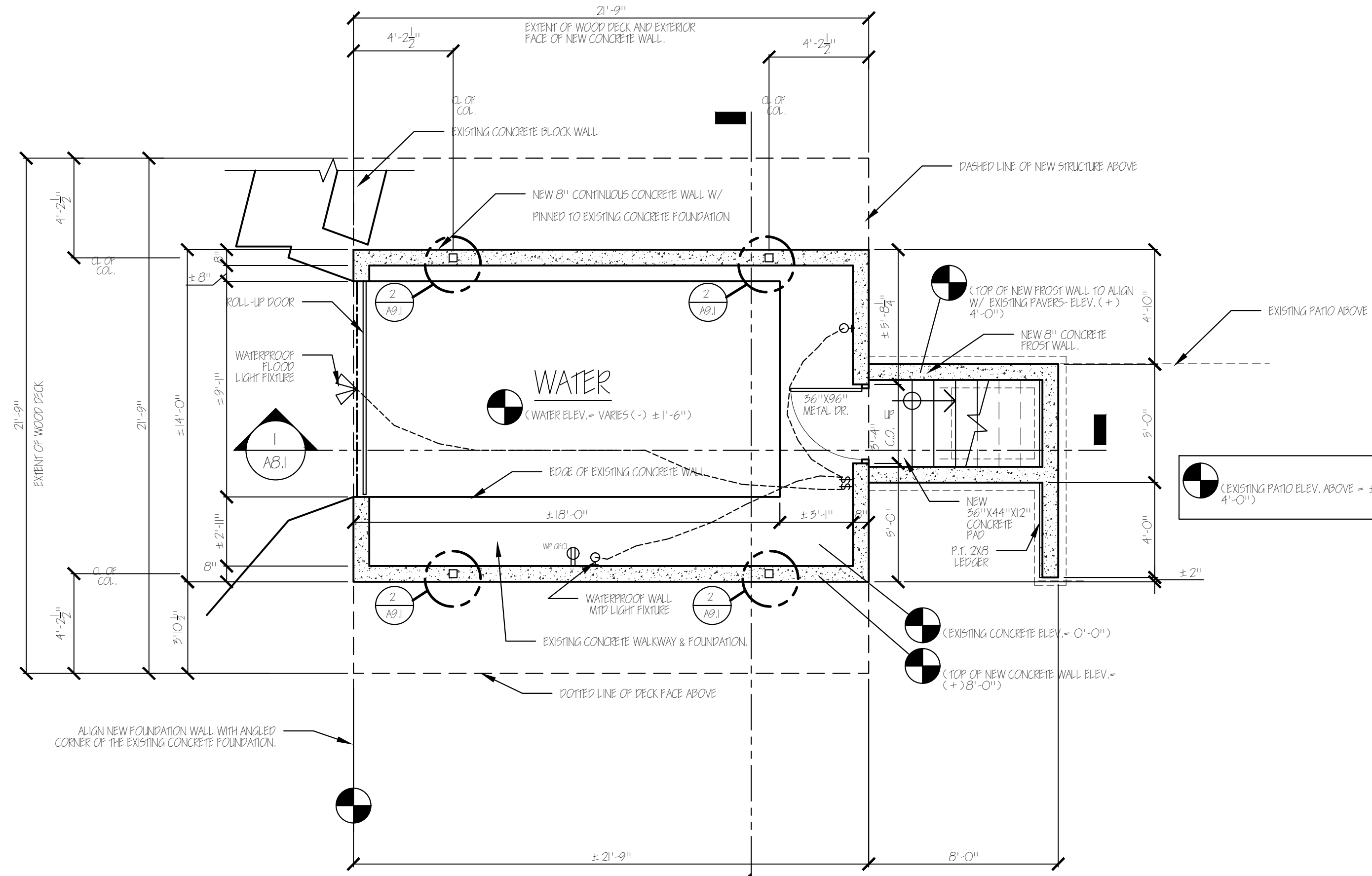
MAY 24, 2023



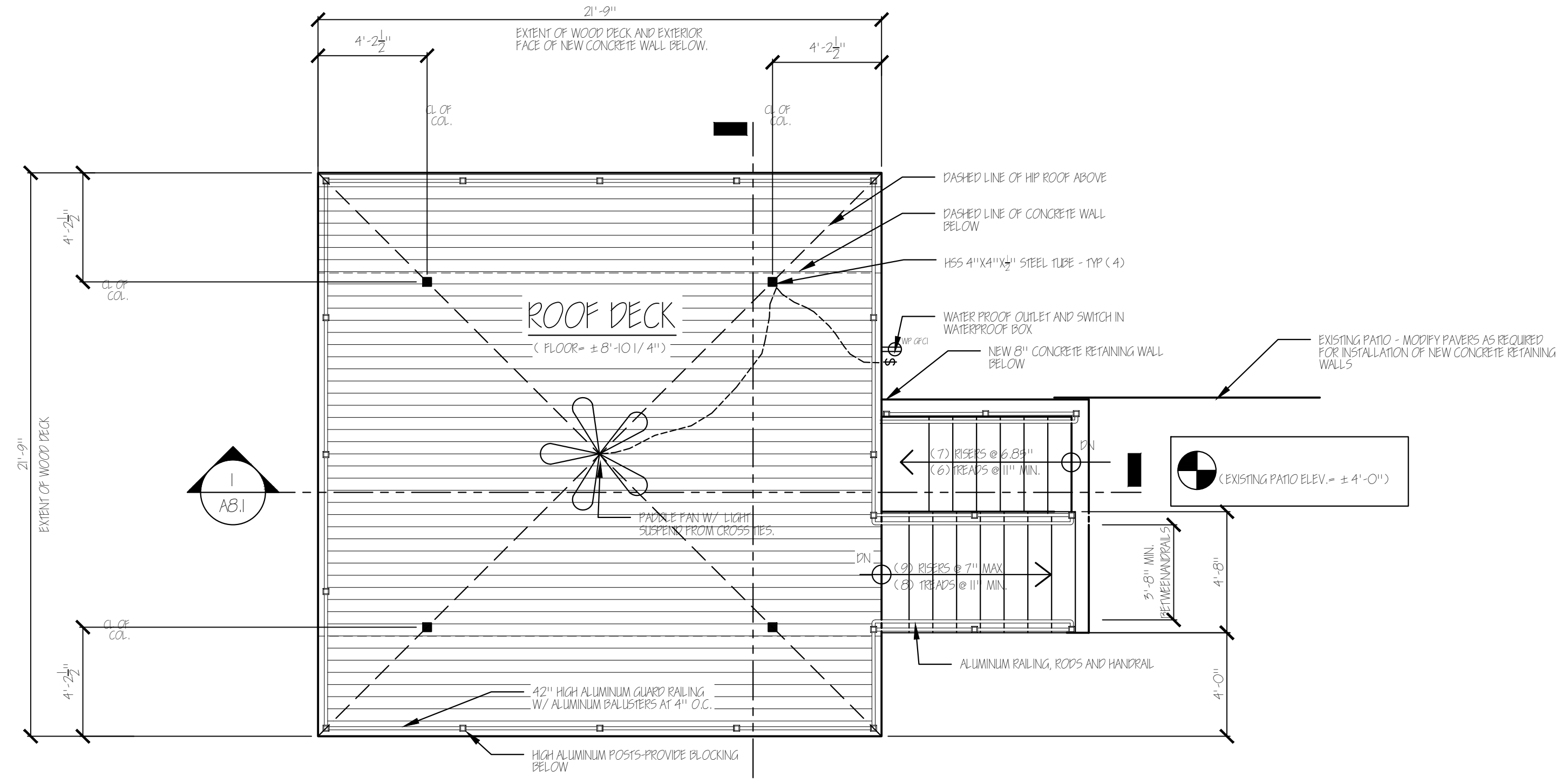
1
ALL
PROPOSED DECK FRAMING PLAN
SCALE: 1/4" = 1'-0"



2
ALL
PROPOSED ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"



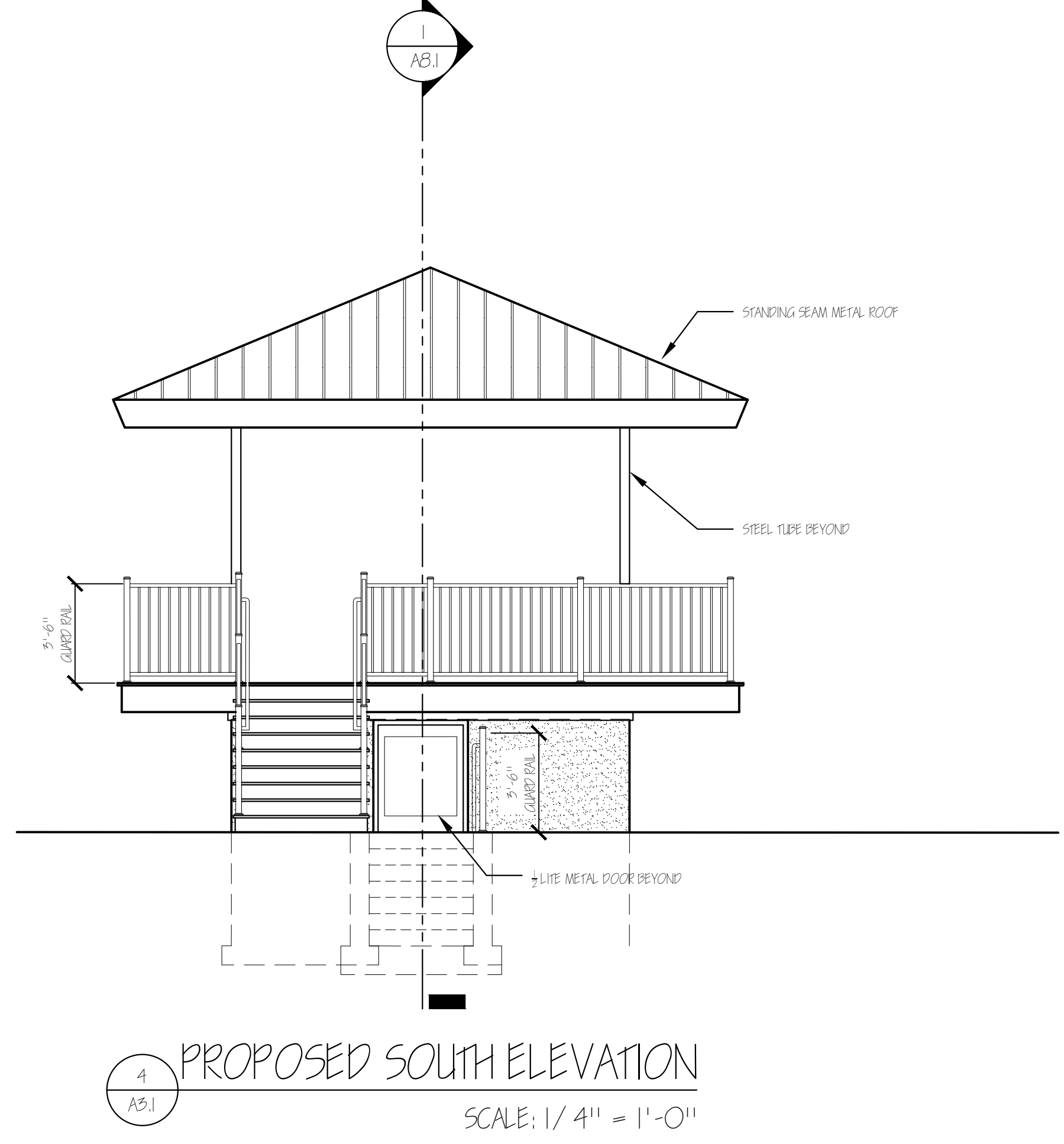
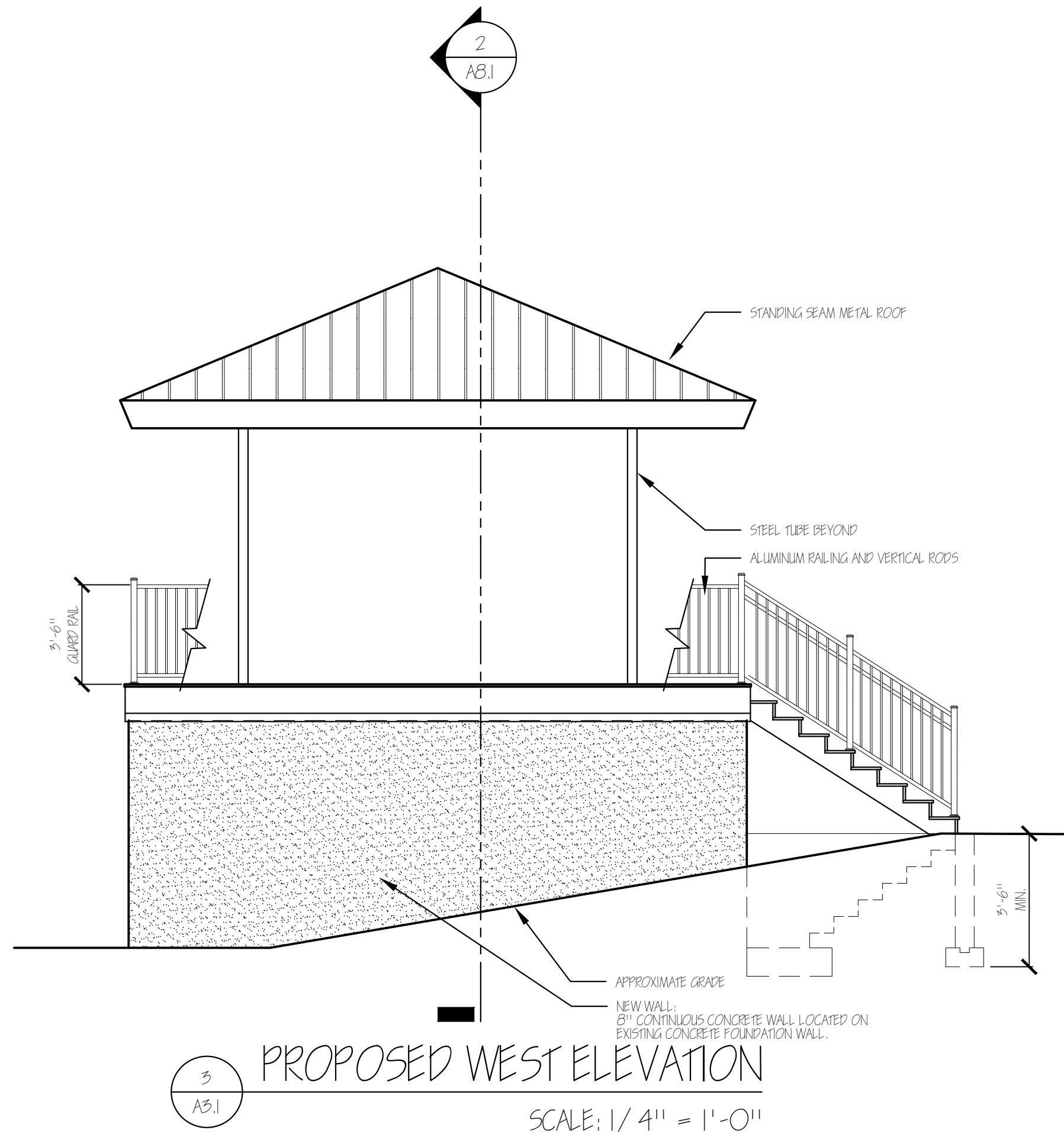
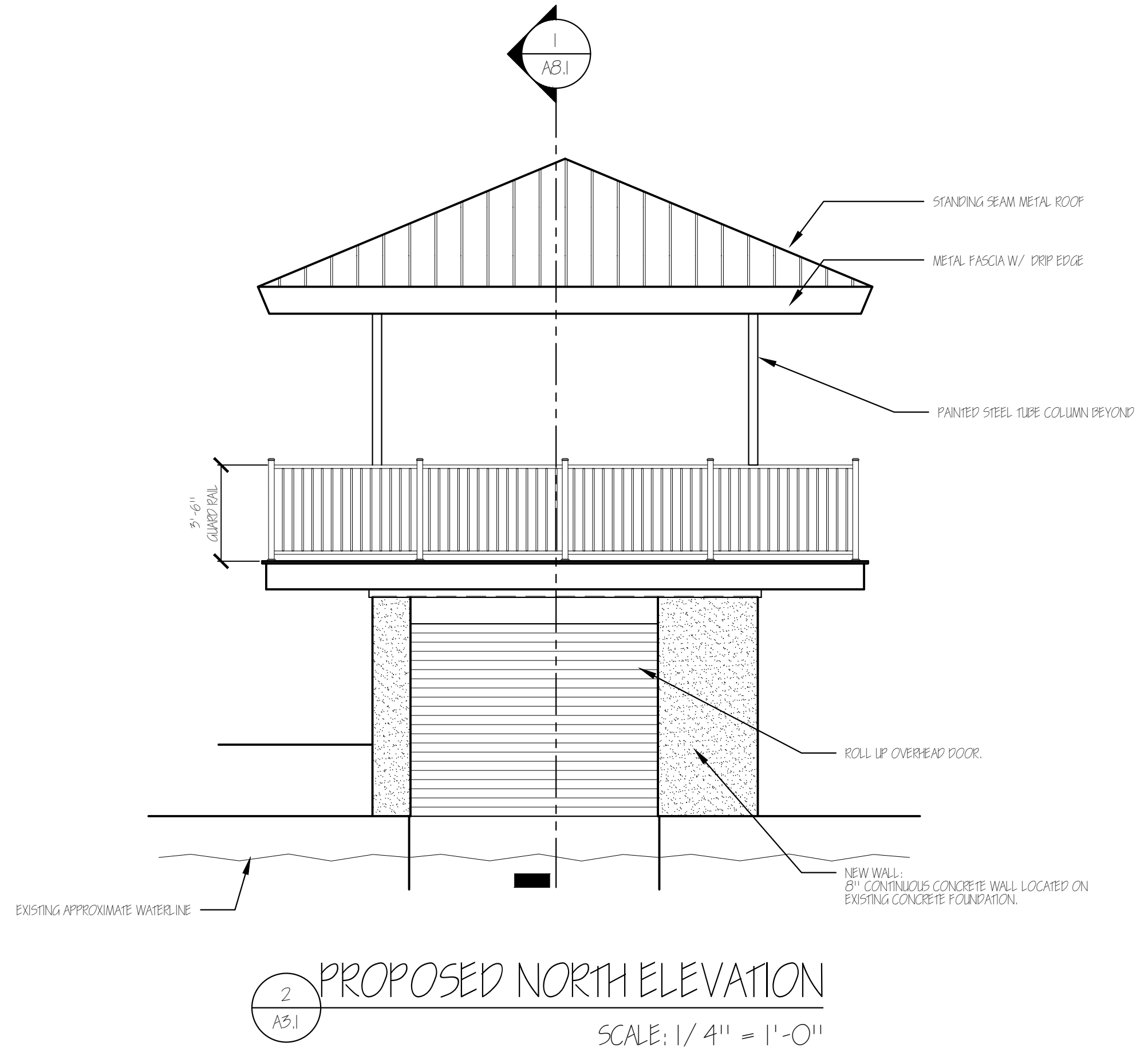
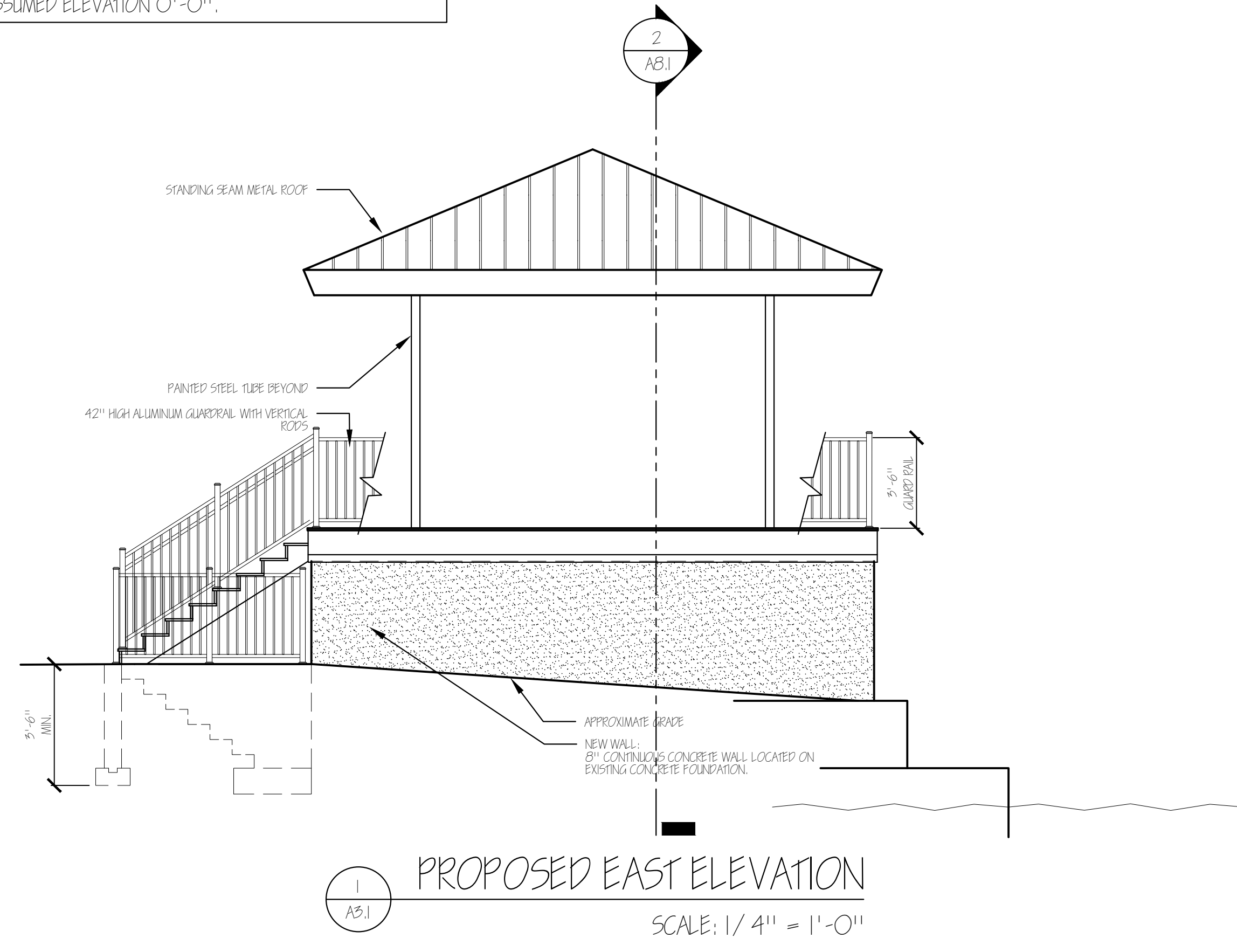
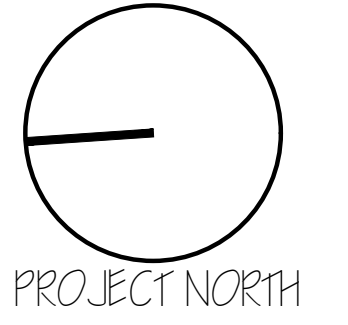
3
ALL
PROPOSED PLAN @ GRADE
SCALE: 1/4" = 1'-0"



4
ALL
PROPOSED ROOF DECK PLAN
SCALE: 1/4" = 1'-0"

NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION. ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
#2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".

NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION, ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
 #2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".



JMM
 ARCHITECTS LLC
 41 C NEW LONDON TURNPIKE, GLASTONBURY, CT 06033

RENOVATIONS FOR
COLUMBIA BOAT HOUSE
 525 ROUTE 87
 COLUMBIA, CONNECTICUT

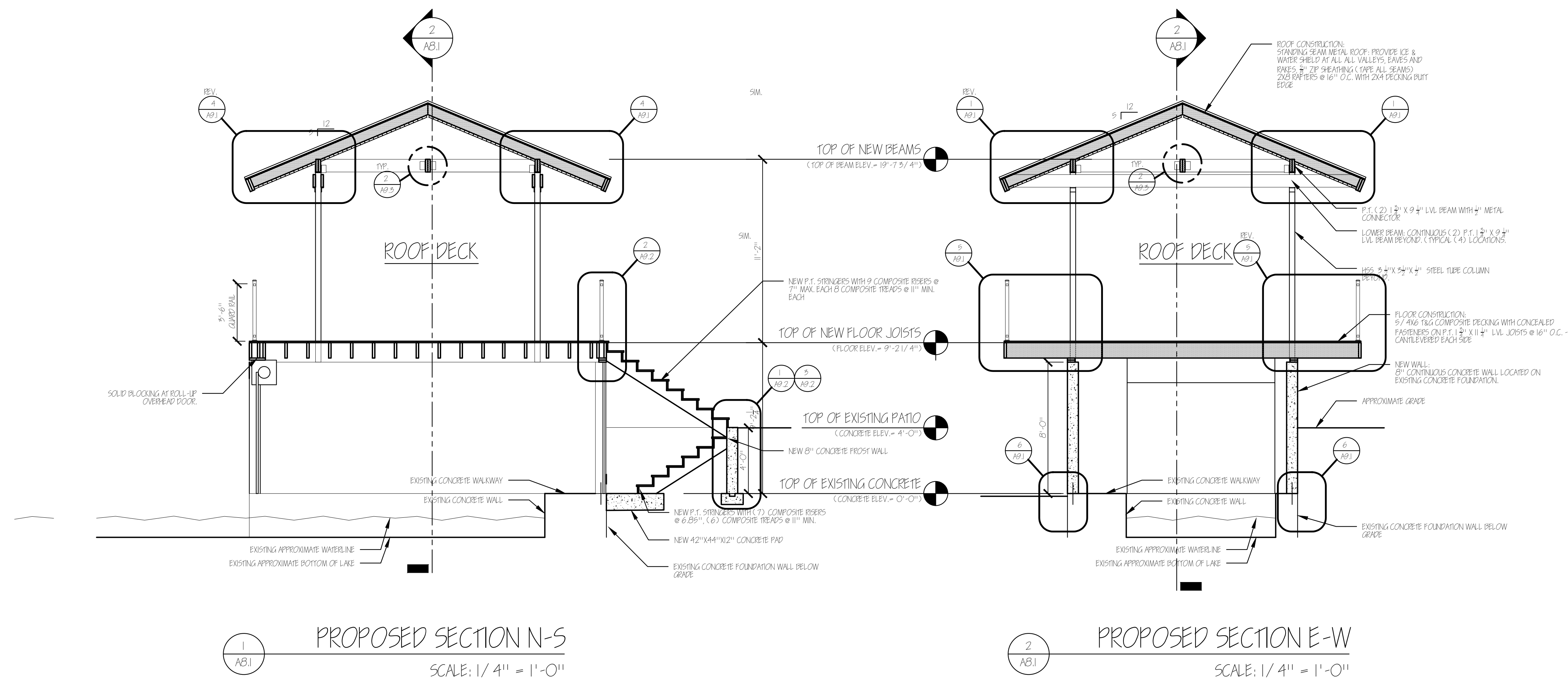
DRAWINGS ARE NOT TO BE SCALED

CONSTRUCTION DRAWINGS
 PROPOSED EXTERIOR BUILDING ELEVATIONS
 DATE: 5.24.23
 RELEASE: BID

PROJECT # 23104

A3.1

NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION, ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
 #2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".



1
AB.1
PROPOSED SECTION N-S
SCALE: 1/4" = 1'-0"

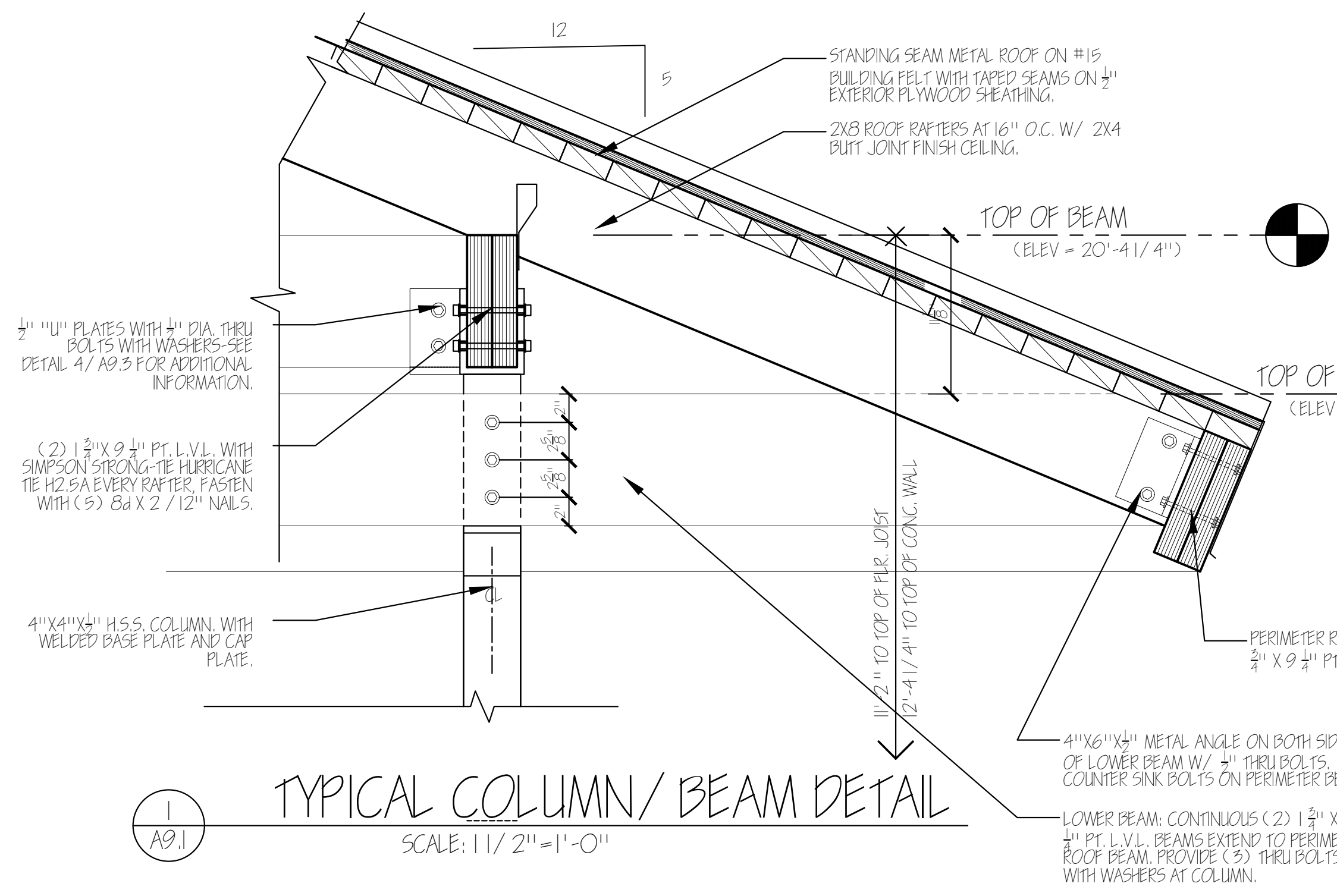
2
AB.1
PROPOSED SECTION E-W
SCALE: 1/4" = 1'-0"

DRAWINGS ARE NOT TO BE SCALED

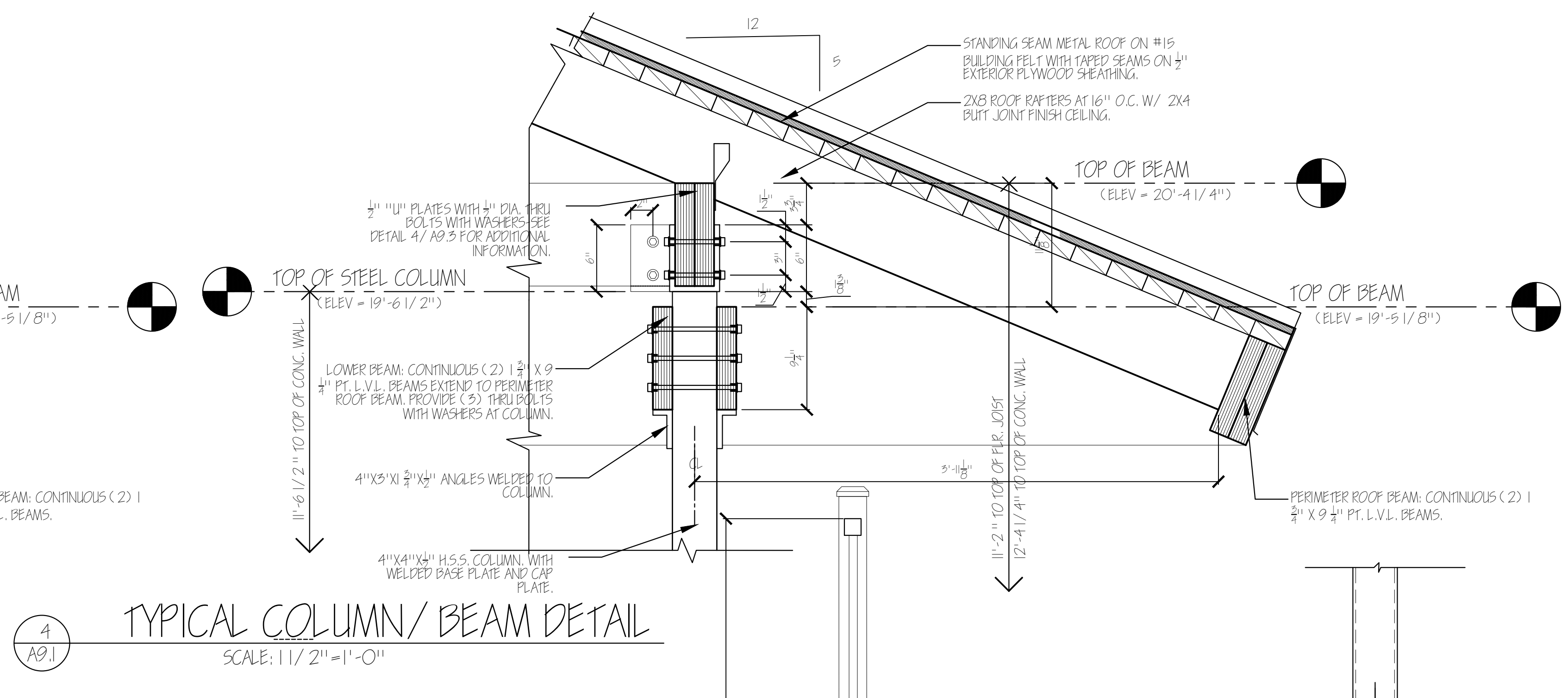
CONSTRUCTION DRAWINGS
 PROPOSED BUILDING SECTIONS
 DATE: 5.24.23
 RELEASE: BID

PROJECT # 23104

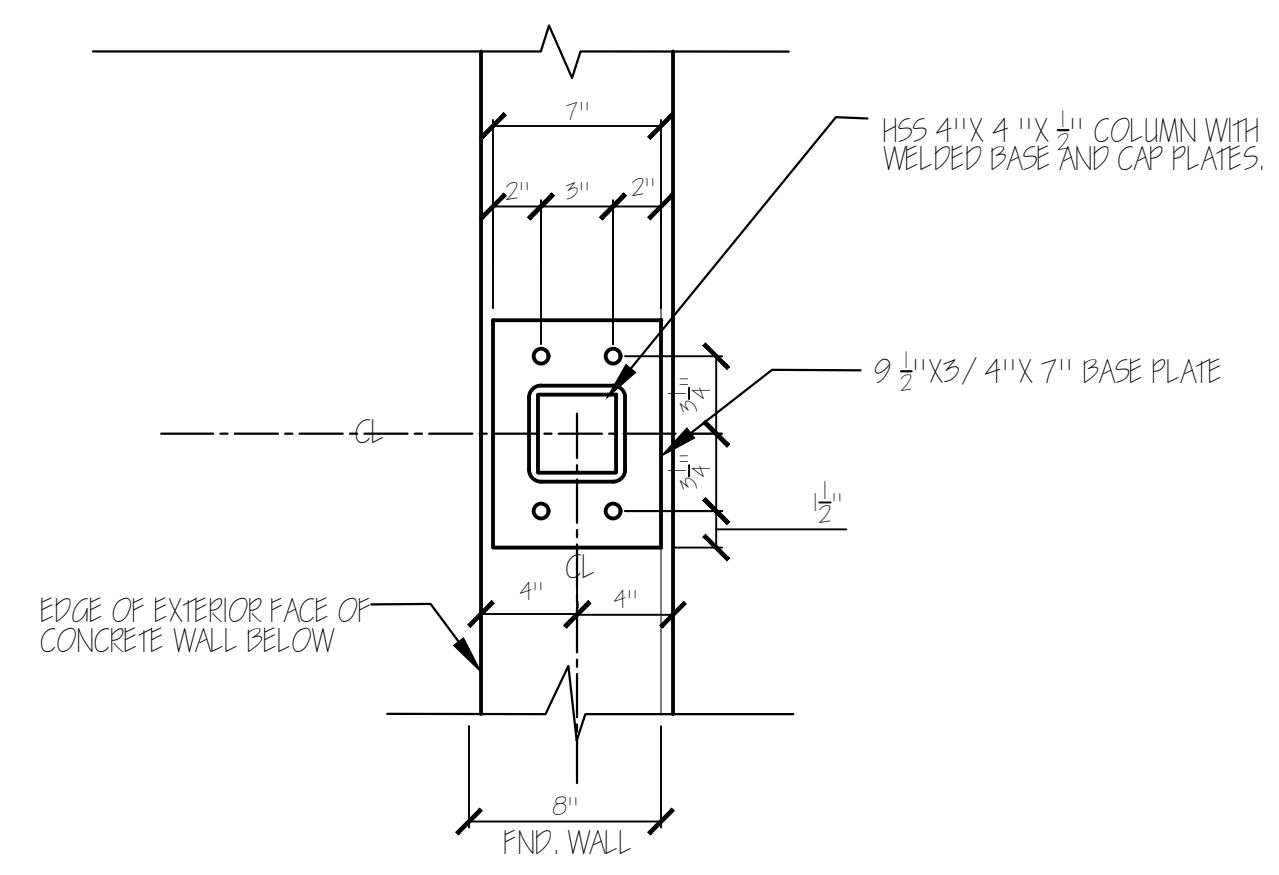
AB.1



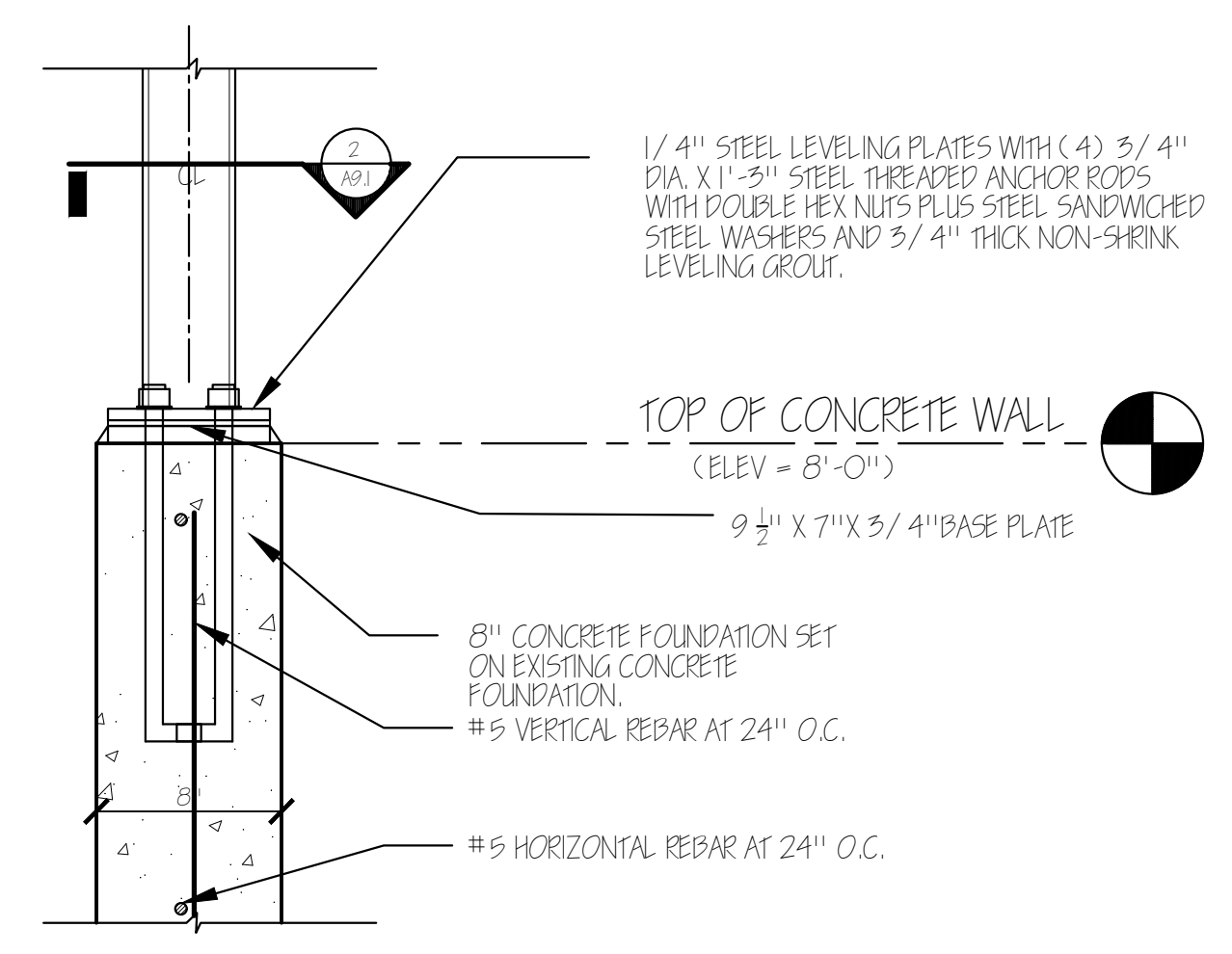
1
A9.1
TYPICAL COLUMN/ BEAM DETAIL
SCALE: 1 1/2" = 1'-0"



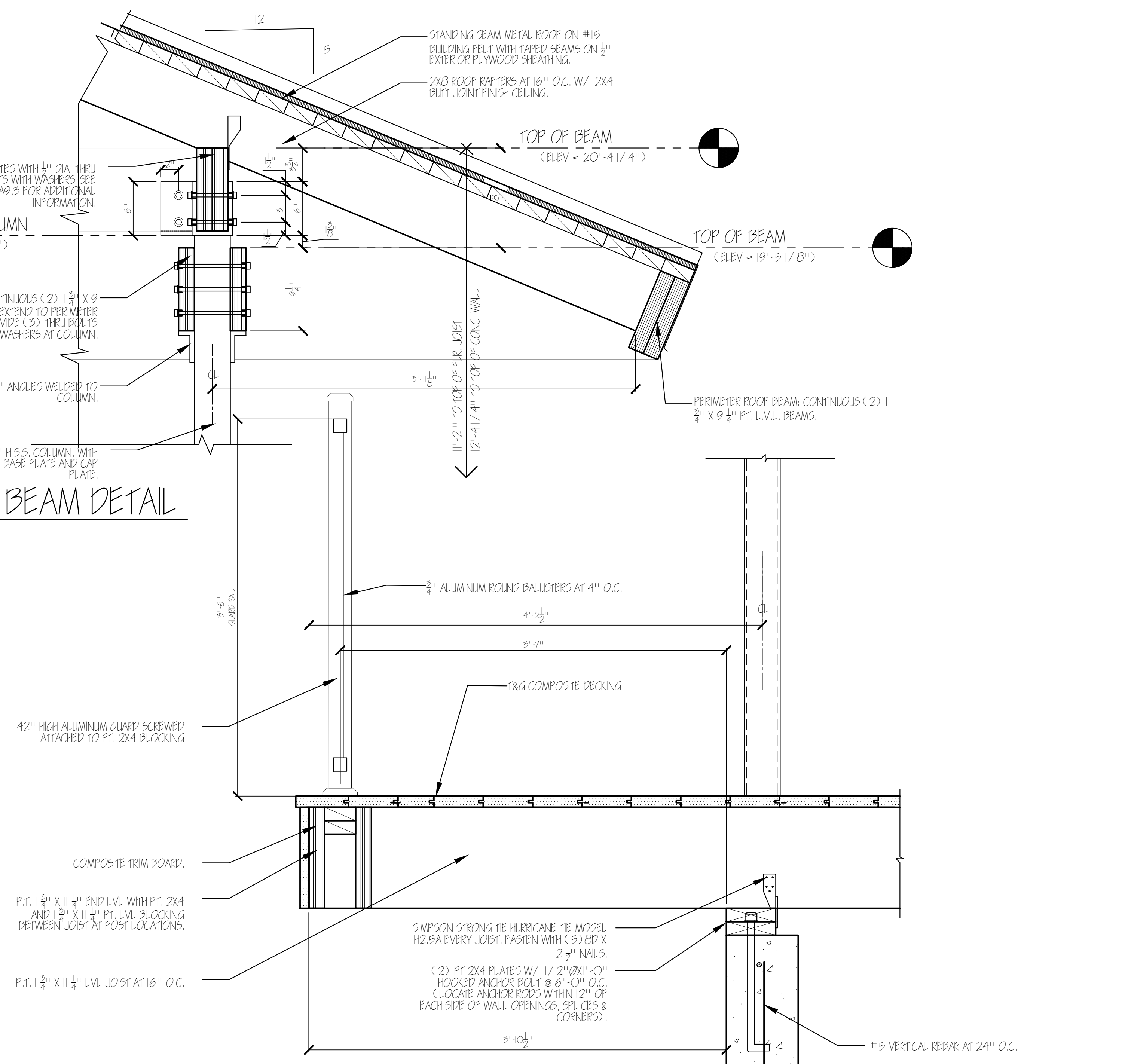
4
A9.1
TYPICAL COLUMN/ BEAM DETAIL
SCALE: 1 1/2" = 1'-0"



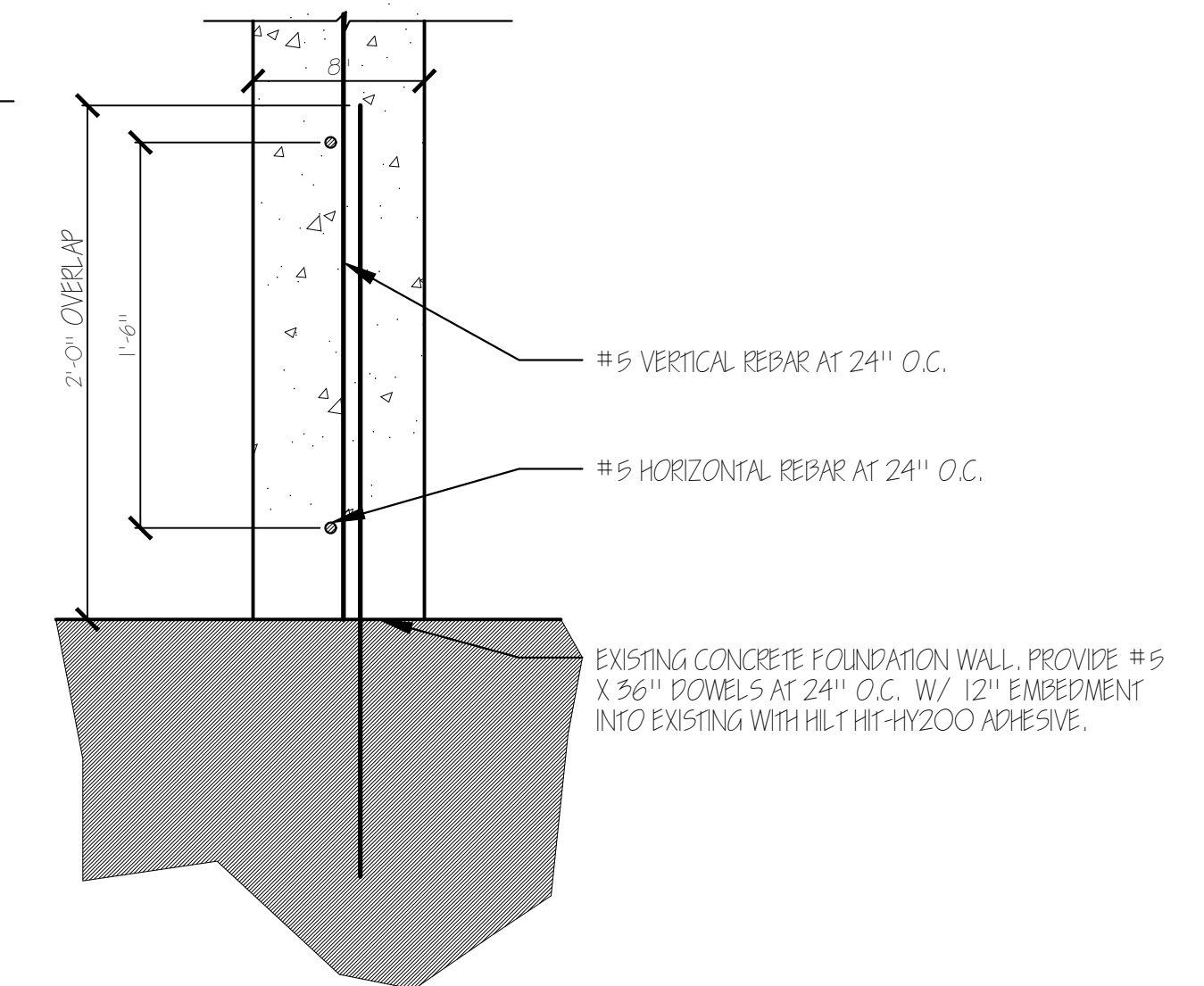
2
A9.1
TYPICAL COLUMN BASE PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



3
A9.1
TYPICAL COLUMN BASE PLATE DETAIL
SCALE: 1 1/2" = 1'-0"



5
A9.1
CONCRETE WALL & DECK DETAIL
SCALE: 1 1/2" = 1'-0"



6
A9.1
CONCRETE WALL DETAIL @ EXISTING FND.
SCALE: 1 1/2" = 1'-0"

NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION, ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
#2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".

JMM
ARCHITECTS LLC

RENOVATIONS FOR
COLUMBIA BOAT HOUSE
525 ROUTE 87
COLUMBIA, CONNECTICUT

DRAWINGS ARE NOT TO BE SCALED

CONSTRUCTION DRAWINGS
PROPOSED DETAILS

PROJECT # 23104

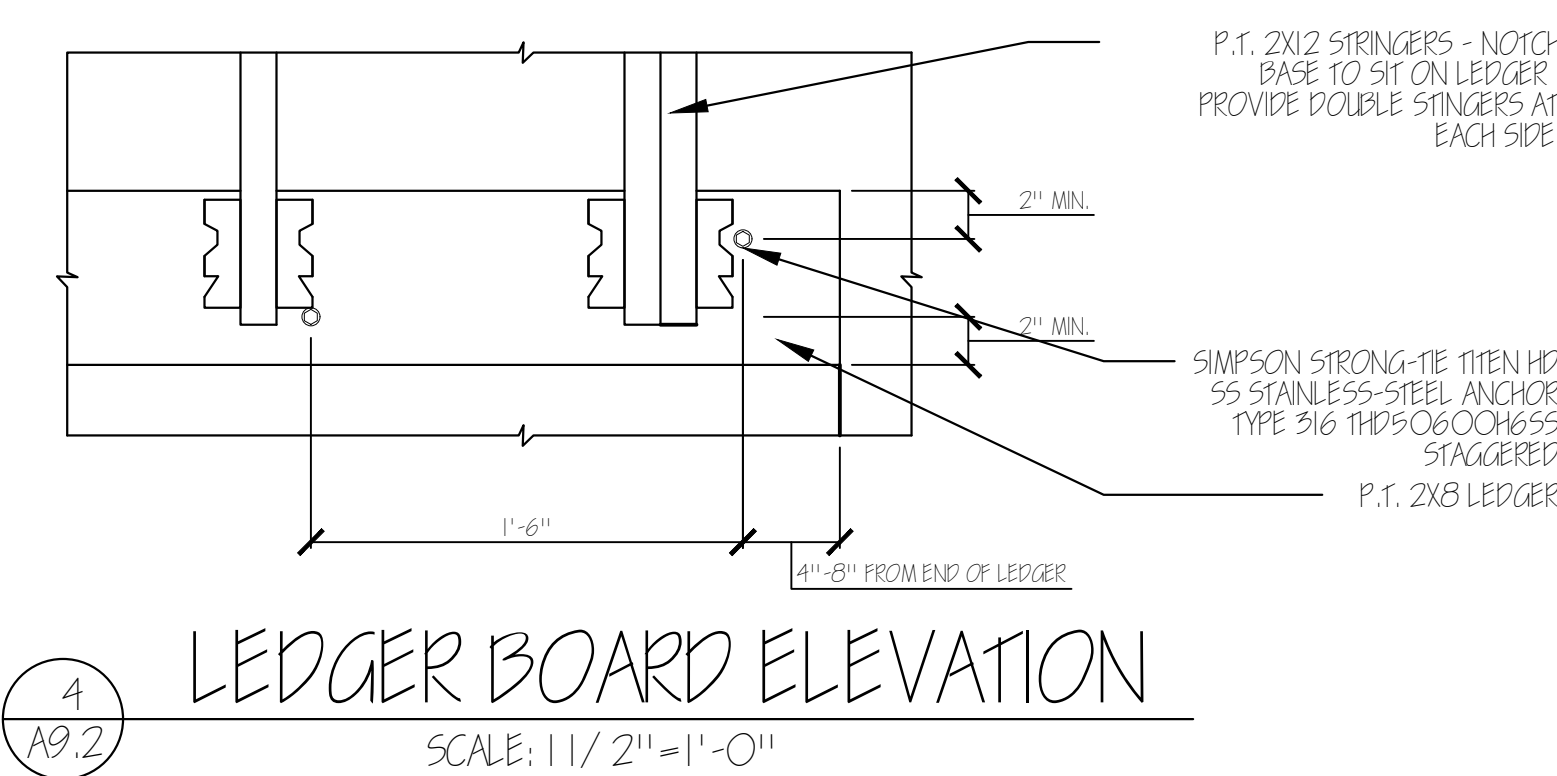
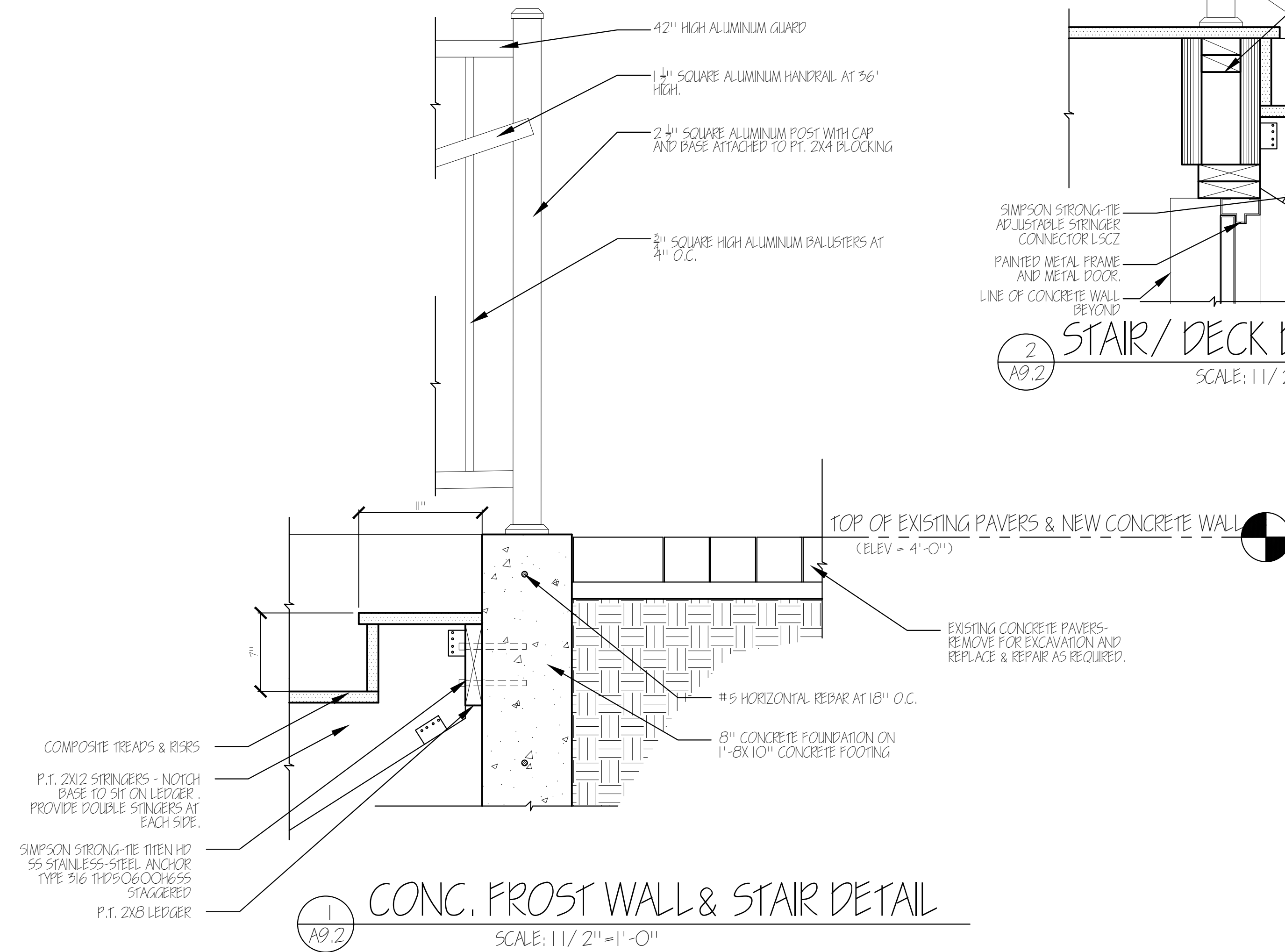
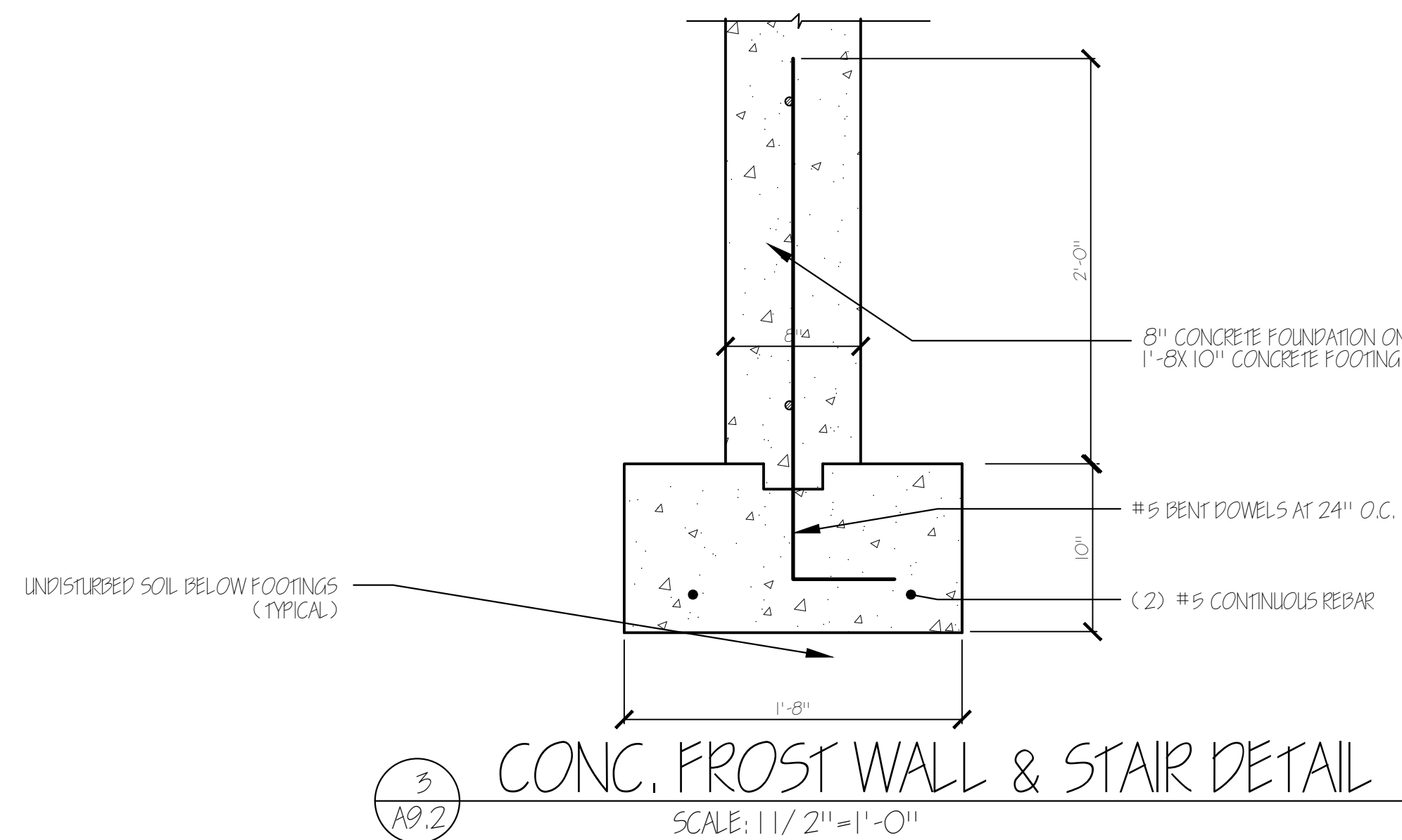
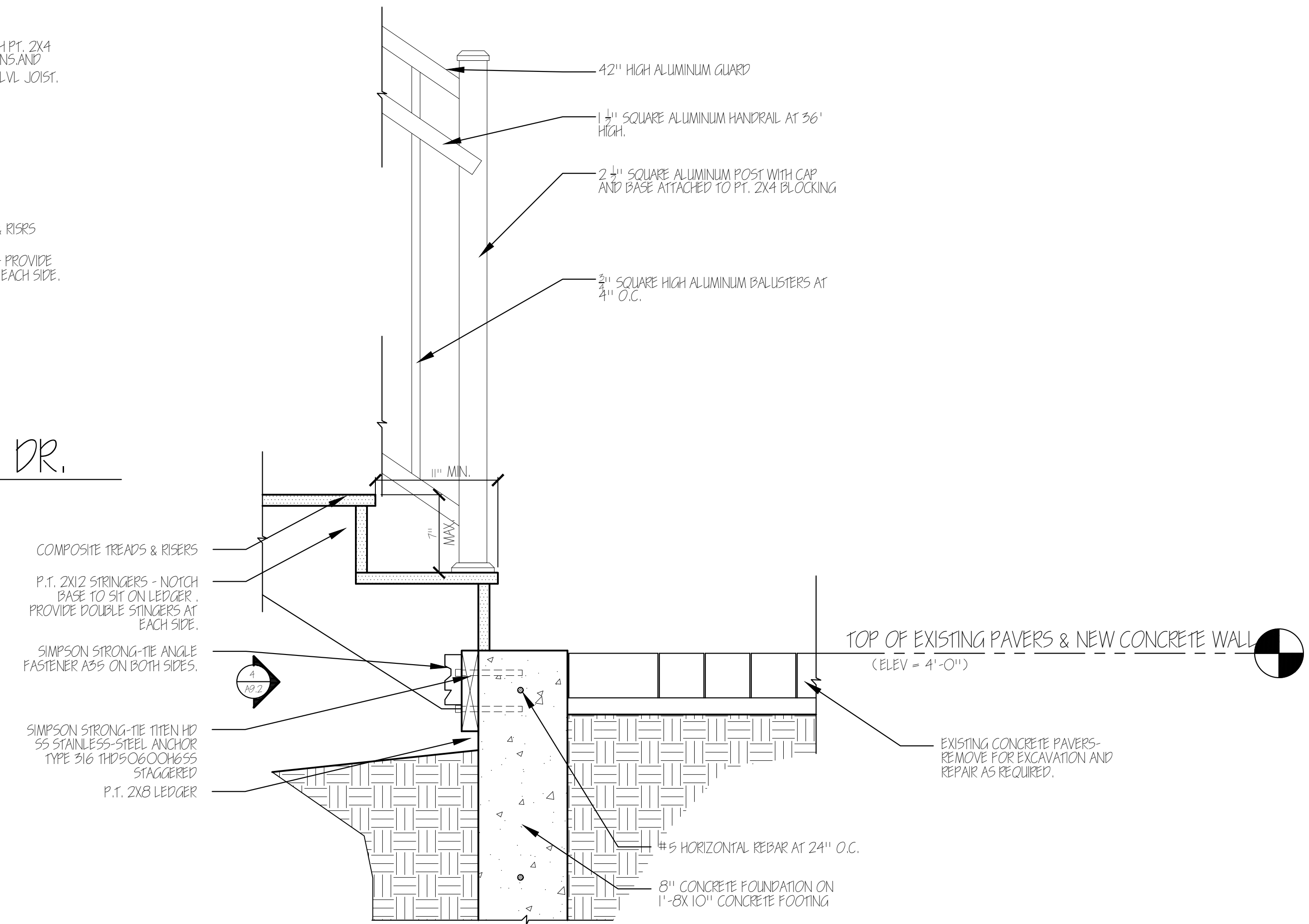
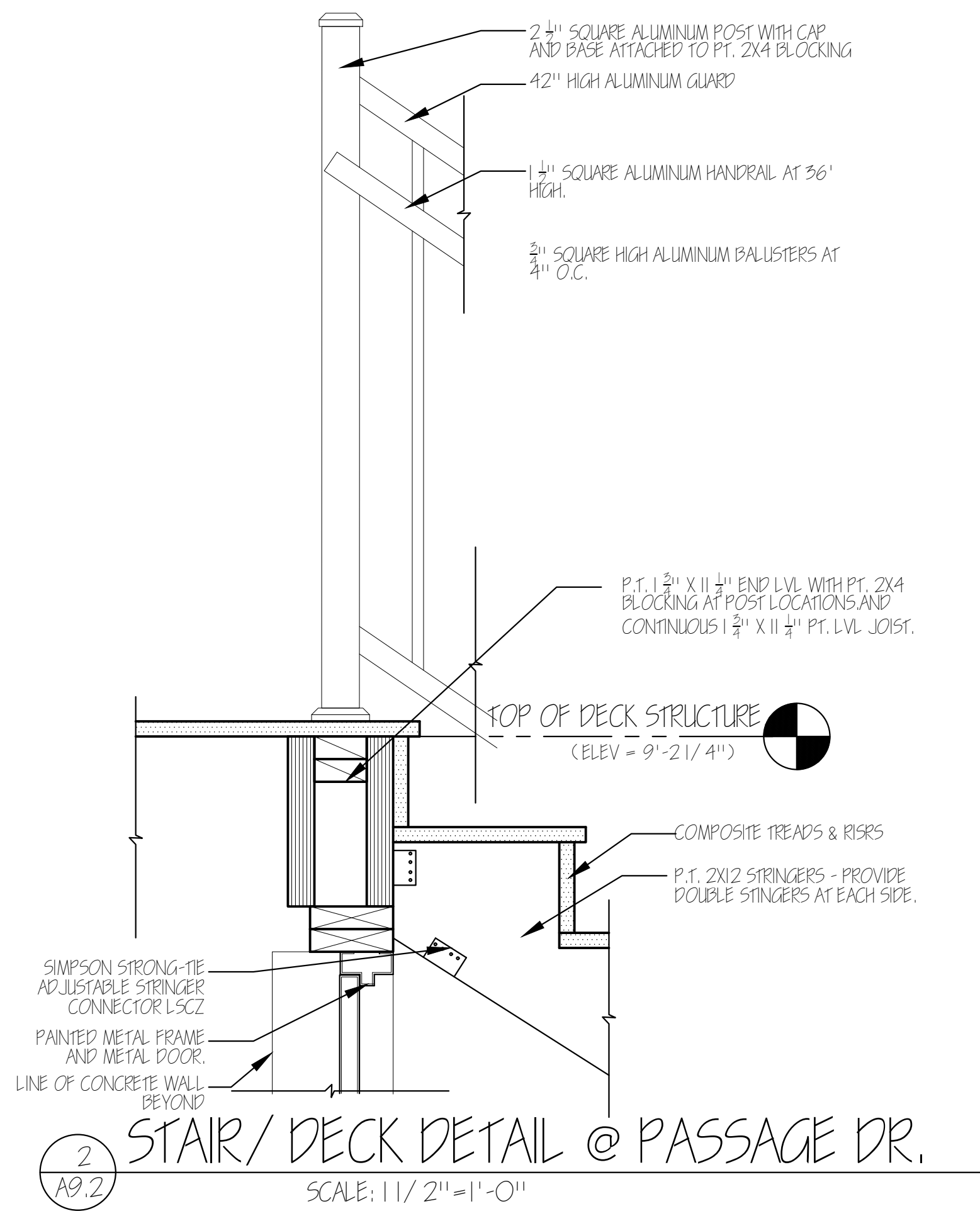
DATE: 5.24.23

RELEASE: BID

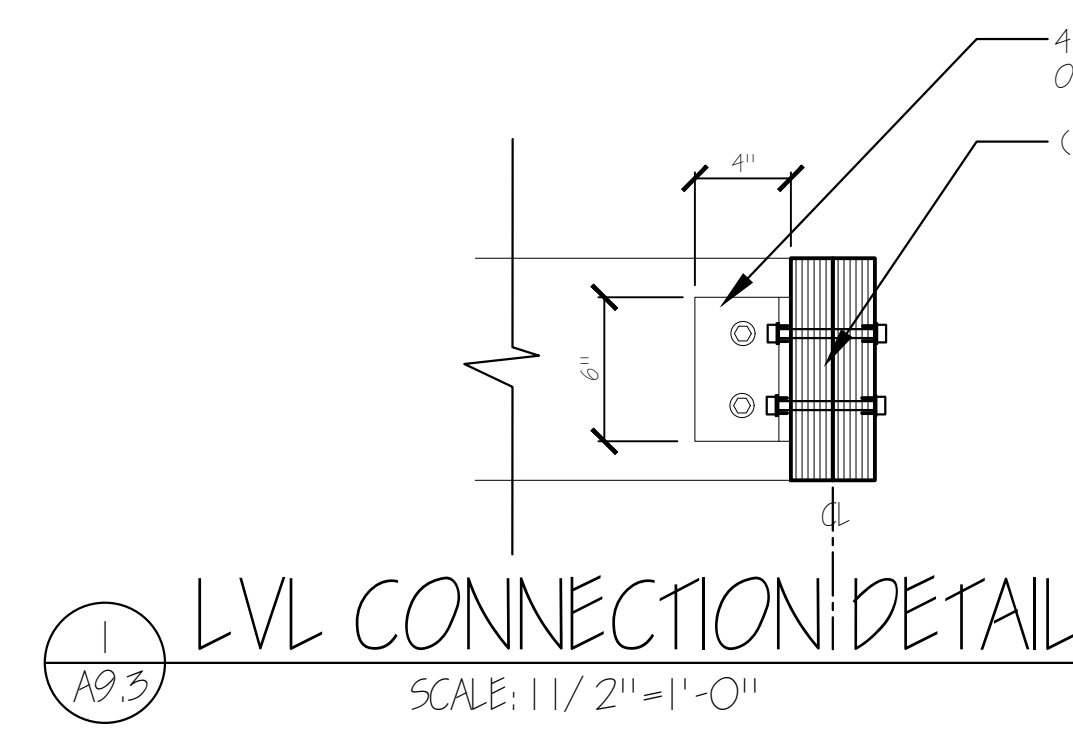
A9.1

41 C NEW LONDON TURNPIKE, GLASTONBURY, CT 06033

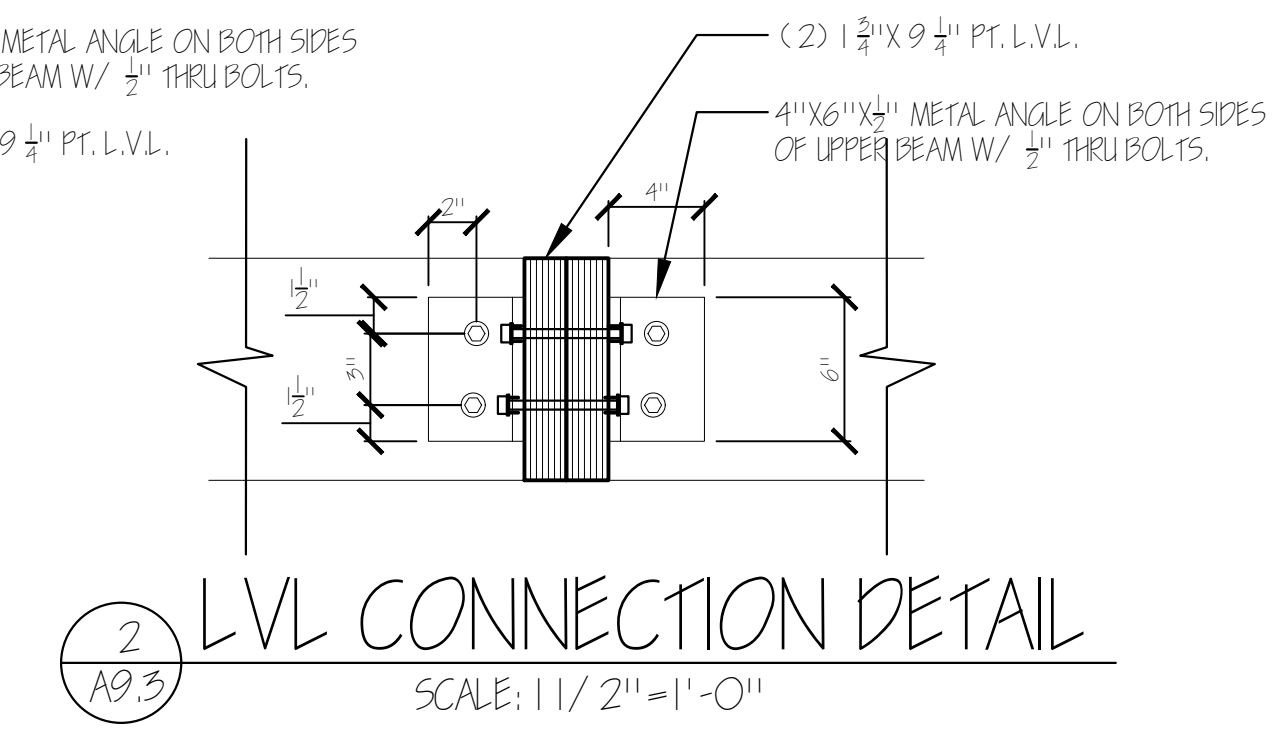
NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION, ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
#2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".



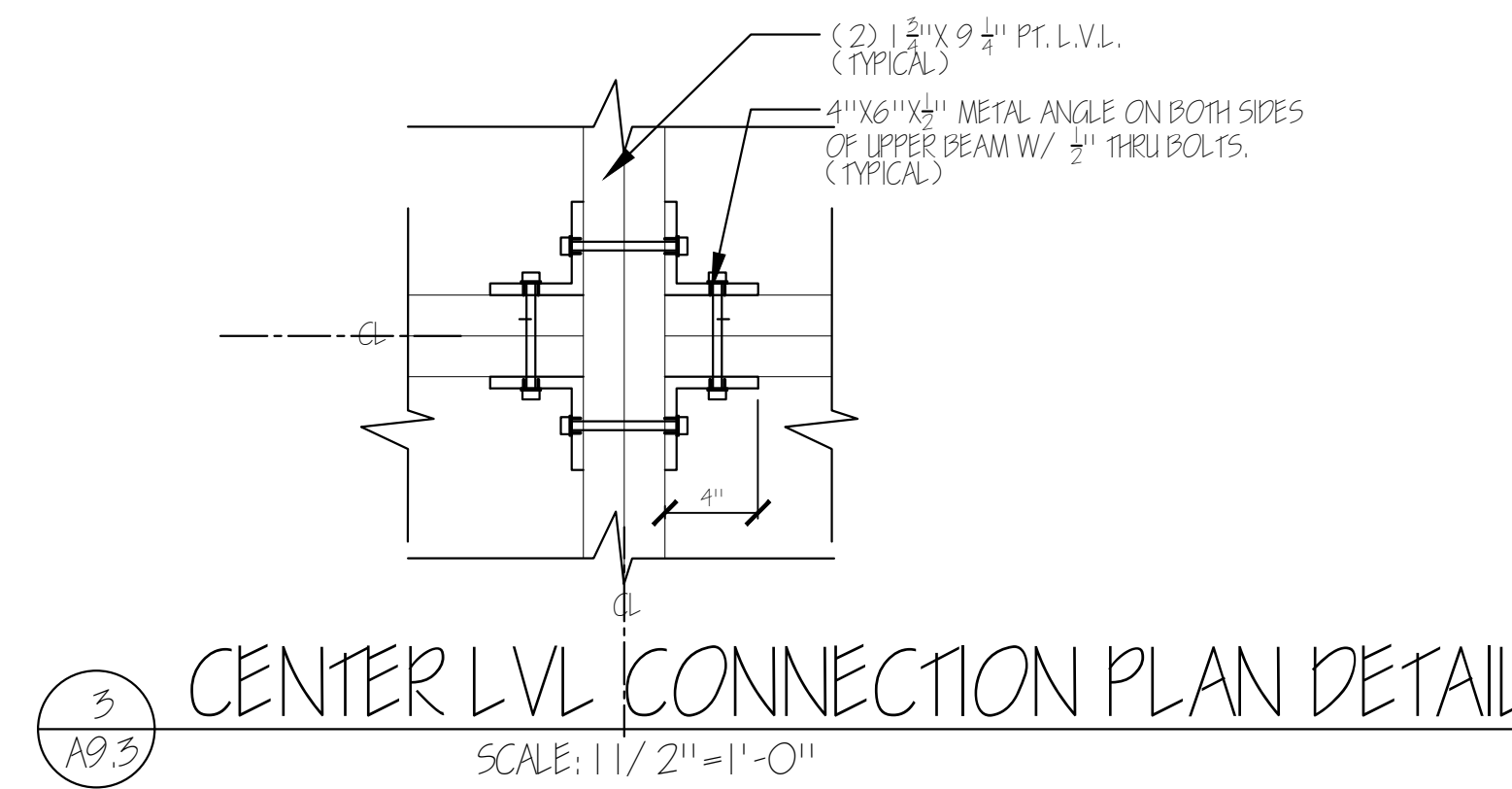
NOTES: #1 - DIMENSIONS THAT ARE (±) ARE DIMENSIONS THAT REQUIRE FIELD VERIFICATION, ADJUST AS REQUIRED. DIMENSIONS WITHOUT A (±) ARE TO BE HELD.
 #2 - TOP OF EXISTING CONCRETE, ASSUMED ELEVATION 0'-0".



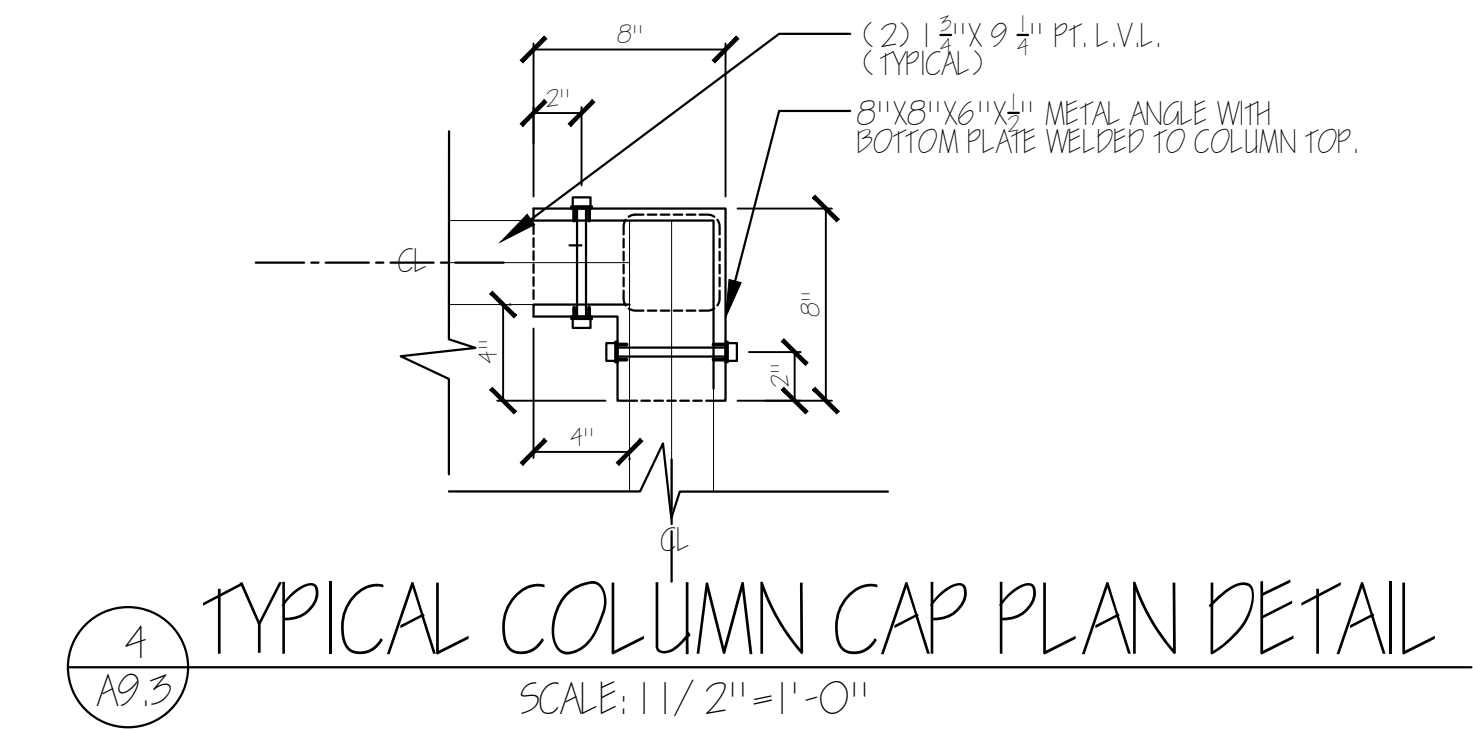
1
A9.3
LVL CONNECTION DETAIL
SCALE: 1 1/2" = 1'-0"



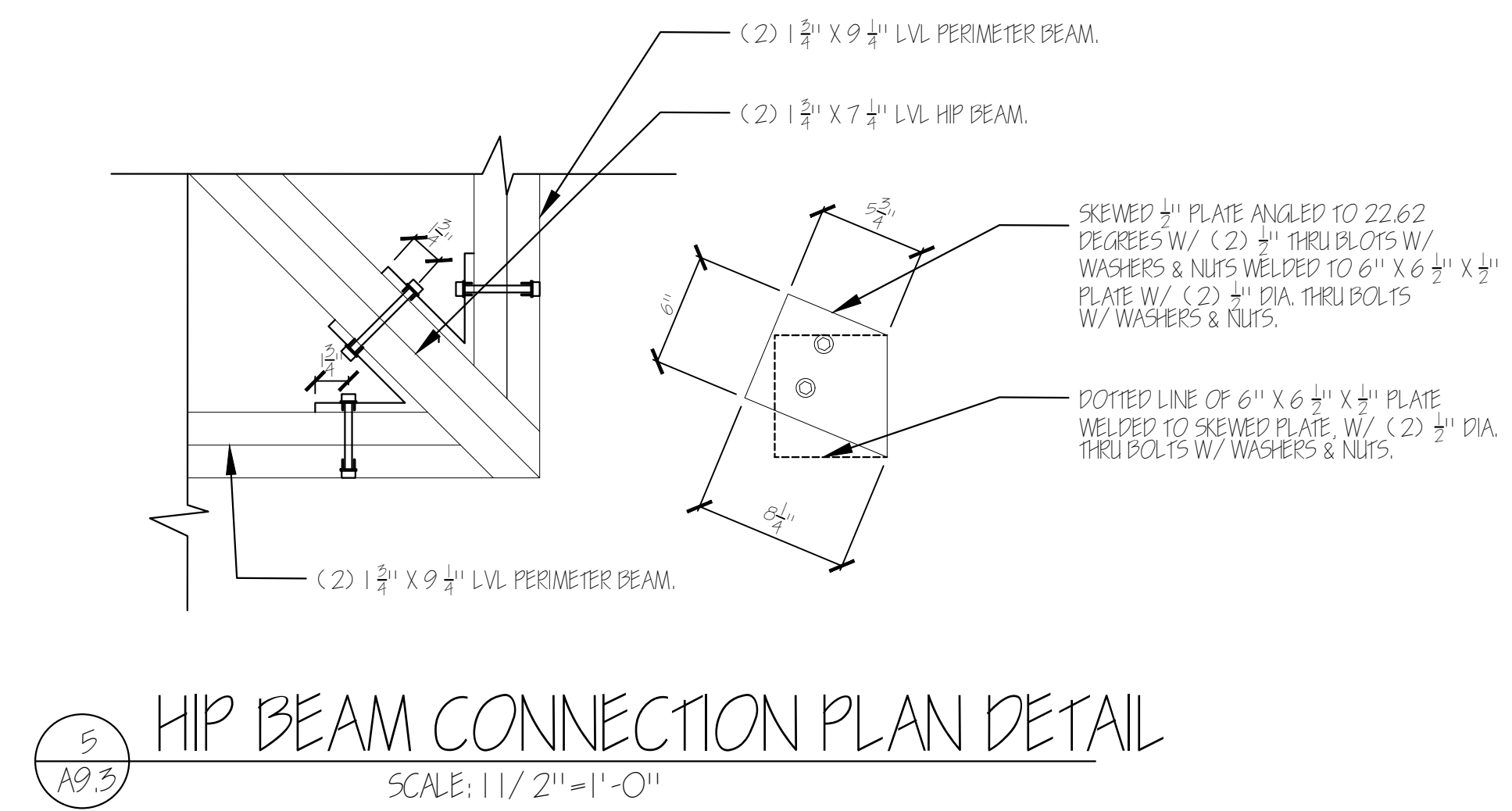
2
A9.3
LVL CONNECTION DETAIL
SCALE: 1 1/2" = 1'-0"



3
A9.3
CENTER LVL CONNECTION PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



4
A9.3
TYPICAL COLUMN CAP PLAN DETAIL
SCALE: 1 1/2" = 1'-0"



5
A9.3
HIP BEAM CONNECTION PLAN DETAIL
SCALE: 1 1/2" = 1'-0"

**RFP Columbia Boathouse Reconstruction Concrete Bid
Columbia CT
Project NO. 03-2023**

APPENDIX B – SAMPLE CONTRACT

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**



TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237
(860) 228-0110 Fax: (860) 228-1952

Contract for
COLUMBIA BOATHOUSE RECONSTRUCTION CONCRETE PROJECT
by and between
THE TOWN OF COLUMBIA
and

This Contract is by and between THE TOWN OF COLUMBIA, a municipal corporation having its territorial limits within the County of Tolland, and State of Connecticut, hereinafter referred to as the **Town**, and _____, whose address is _____, hereinafter referred to as the **Contractor**.

WHEREAS, the Town is seeking qualified firms (including individuals) interested in providing COLUMBIA BOATHOUSE RECONSTRUCTION CONCRETE PROJECT.

WHEREAS, the Contractor is qualified, ready, willing, and able to perform such services for an agreed upon compensation,

NOW, THEREFORE,

The Town and Contractor do mutually covenant and agree as follows:

1. Scope of Services

1.1 General

The Contractor agrees to provide, THE TOWN OF COLUMBIA labor and material for the Columbia Boathouse Reconstruction Concrete project requirements as stated below.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

PART 4-SCOPE OF WORK

The work that The Town of Columbia needs to have done is, to form and pour a new footing where the stairwell will go, pin existing foundation footing, then form and pour new 8" concrete walls. Exact dimensions of concrete are located on the included Site Plan. Due to the septic system on one line of access and steep grade on another, a pump truck must be used or an alternative means, to pour concrete. A truck can get within approximately 150' of job location.

1. Conform to applicable state and town code for design, fabrication, erection, and removal of form work as well as comply with the recommendations of "specifications for structural concrete for buildings ACI 301R-latest revisions".
2. Contractor is responsible to comply with all applicable governing codes and regulations.
3. Concrete schedule; F'c @ 28 days. Wall concrete slump between 5.5 inches and 6.5 inches with aggregate size F no greater than 1/2".
 - Concrete footings - 3,000 PSI
 - Concrete foundation - 3,500 PSI
4. Existing concrete foundation to remain and is in suitable condition to build on per the Town of Columbia. GC to field verify existing.

4.1 Project Details:

The Town of Columbia is soliciting bids for COLUMBIA BOATHOUSE RECONSTRUCTION CONCRETE PROJECT located at the Town Beach, 20 Lake Rd., Columbia, CT.

Alternative:

1. N/A

PART 5 - CONTRACT TERMS, STANDARDS AND COMPENSATION

5.1 Technical Standards

The Contractor shall perform all work in accordance with all applicable local, state and federal industry standards.

5.2 Term of Contract

The term of this Contract shall be determined by the annual contract service, inclusive.

5.3 Compensation

- 1.3.1 Negotiated Fee

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

The fee proposal shall include the lump sum cost to the Town of providing the proposed services, unless another cost basis is approved by the Town (e.g., unit cost). If applicable, the costs shall be listed for each task or phase. If requested by the Town, additional information such as the estimated number of man-hours of each position classification per task or phase shall be submitted. The fee proposal shall include an allowance for estimated reimbursable expenses for normal reimbursable out-of-pocket costs such as outside printing costs and approved subcontractor and subcontractor fees. All anticipated reimbursable expenses for each specific project shall be itemized in the fee proposal, with unit and estimated total costs listed for each expense.

Reimbursement shall be for actual out-of-pocket costs including the services of subcontractors and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges, mileage, and inside copying and printing.

Once the scope of services, schedule, proposed staffing plan, and the proposed compensation have been accepted by the Town, the Town will authorize the Contractor to proceed with the work, which shall be performed in accordance with the accepted proposal and the terms and conditions of this Contract.

The Contractor shall prepare and submit invoices accompanied by such documentation as may be required by the Town. Payments will be made to the Contractor within 30 days of Town approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event that the Town determines the Contractor to be in nonconformance with the terms of this Contract or if in the Town's judgment the Contractor's work is not satisfactory, the Town may take corrective action, including, but not limited to, the following:

- 1) Delay of payment
- 2) Adjustment of payment
- 3) Suspension or termination of this Contract

The Contractor agrees to meet with representatives of the Town, at no cost to the Town, to discuss billing issues as the Town deems necessary. Payments to the Contractor will be made on a periodic basis in accordance with the percentage of work actually completed. Payments for each phase of the work within the project will be prorated based upon the amount of work actually completed within that phase. Except in the case of work, which is performed on an hourly rate basis, the amount of the payment for a fixed fee task will not be based simply on the amount of hours expended by the Contractor on the task.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

5.4 Management and Administration of the Contract

The Town's designated Managing Authority for this Contract will be the Town Administrator, or his authorized designee, who will have complete authority to act for and on behalf of the Town and control, supervise, and direct the Contractor's activities hereunder. The Managing Authority will make all arrangements for services by the Contractor. All proposals for work to be done under this Contract and any resulting expenditures must be approved by said Managing Authority before any work is initiated or any expenditure made. Services are to be provided by the Contractor, except where the use of specific subcontractors or subcontractors has been approved in writing by the Town for a particular project.

The Contractor's primary contact person will be _____, who will communicate and report directly to the Town's Managing Authority, be responsible for directing and coordinating the activities of the firm's personnel and approved subcontractors and subcontractors, provide information for projects assigned under this Contract as may be required from time to time by the Town and shall be authorized to prepare and execute proposals, including scopes of services, fee proposals, proposed staffing plans, and schedules as requested by the Town under this Contract.

The Contractor and the Town shall work closely together in all aspects of this program, and each shall follow the reasonable suggestions of the other to improve the operation of the program.

5.5 Relationship Between the Parties

It is mutually agreed that the Contractor, including its employees, is an independent contractor and not an officer, employee, or agent of the Town, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Contractor and its employees shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Contractor's staff will be the sole responsibility of the Contractor.

In no event shall anything in this Contract be deemed to confer upon any person or entity agency status or third-party beneficiary rights against the Town.

5.6 Indemnification and Hold Harmless Contract

To the fullest extent permitted by law the Contractor shall at all times defend, indemnify and save harmless the Town and its officers, agents, and employees from and against any and all claims, damages, losses, workers' compensation payments, judgments, litigation expenses, and legal counsel fees arising out of and alleged to arise out of the performance of this

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

agreement, injuries to persons (including death) or damage to property alleged to have been caused in whole or in part by the willful, wanton, or negligent acts or omissions of the Contractor, his employees, subcontractors, subcontractors, or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor shall reimburse the Town for damage to property of the Town caused by the Contractor, or his employees, subcontractors, subcontractors, or materialmen. This provision shall survive the termination of this Agreement.

5.7 Insurance

The selected Contractor shall furnish a Certificate of Insurance evidencing the following insurance coverage in effect on or before the date of execution of this Contract. Insurance coverage shall remain in full force for the duration of the Contract term, including any extensions. Renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Failure to maintain insurance coverage as required and to name the Town as an Additional Insured will be grounds for termination of the Contract. The interest of the Town shall be included in all insurance policies required herein, except Workers' Compensation and Professional Liability, as Additional Insured on a primary and non-contributory basis as its interest may appear, which shall be noted on the Certificate of Insurance, and shall include, but not be limited to, investigation, defense, indemnification and payment of settlement or judgment. Such insurance must be written by companies of recognized standing, qualified and licensed to engage in the insurance business in the State of Connecticut. All deductibles are the sole responsibility of the Contractor to pay and/or indemnify. Waiver of subrogation will apply in favor of Town on all insurance policies, including workers' compensation.

The Contractor awarded this proposal must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:

Insured Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.

- B. If the contractor/insured has self-insured retention' s or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
- \$ 1,000,000 each occurrence if blasting is required.
- \$ 2,000,000 general aggregate with dedicated limits per project site.
- \$ 2,000,000 products and completed operations aggregate.
- \$ 1,000,000 personal and advertising injury.

D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos in minimum amount of 1 million dollars.

E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:

- Workers' Compensation: statutory limits.
- Employer's Liability: \$1,000,000 bodily injury for each accident.
- Employer's Liability: \$1,000,000 bodily injury by disease each employee.
- Employer's Liability: \$1,000,000 bodily injury disease aggregate.

F. Professional Liability: \$1,000,000

G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.

H. These are minimum insurance limit requirements only. Additional insurance coverages and amounts may be required by the Town of Columbia on a per project basis.

5.8 Ethics and Conflict of Interest

In order to avoid perceived or actual conflicts of interest, the Contractor shall disclose to the Town any known special personal or financial interests, beyond those applicable to the general public, of the Contractor, its employees, subcontractors, or subcontractors, regarding any matter that they are working on under this Contract. The Town will determine if a significant conflict of interest exists, and if necessary, will assign the work to others to avoid the conflict of interest.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

5.9 Events of Default and Remedies

5.9.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- 5.9.1.1 If in the opinion of the Town, default shall have been made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or Contracts on the part of the Contractor set forth in this Contract; or
- 5.9.1.2 If in the opinion of the Town, the Contractor fails to deliver services by the dates agreed upon for any specific project and the Contractor has not received written approval from the Town for an extension to the agreed upon schedule; or
- 5.9.1.3 If any determination shall have been made by a competent authority such as, but not limited to, any authorized federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this Contract; or
- 5.9.1.4 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law.

5.10 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 5.10.1 Take such action as it deems necessary, including, without limitation, reduction of payment or temporary withholding of payment;
- 5.10.2 Require the Contractor to pay Liquidated Damages in the amount of five hundred dollars (\$500), or one percent of the total compensation for the project on

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

which it has contracted to work, whichever is less, per calendar day to the Town until the work is complete;

5.10.3 Suspend work under the Contract; Require the Contractor to correct or cure such default to the satisfaction of the Town; and Board of Education.

5.10.4 Terminate this Contract for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

5.11 Termination of Contract

5.11.1 Termination

“Termination”, for purposes of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Contractor’s obligation to perform the services described in Section 1, Scope of Services, of this Contract, and the Town’s obligation, as described in Section 4, Compensation, of this Contract, to pay for such services.

5.11.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 10.1 hereof, the Town may terminate this Contract by giving five (5) days’ written notice thereof to the Contractor.

5.11.3 Termination for Program Change

In the event the on-call engineering program shall be terminated or significantly changed, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Contractor.

5.11.4 Termination for Non-availability of Funds

In the event the Town shall not have funds available for this program, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Contractor.

5.11.5 Termination for Convenience

The Town may terminate this Contract for convenience at any time, and for any reason, or for no reason, by giving ten (10) days’ prior written notice thereof to the Contractor.

5.11.6 Payment upon Termination

In the event this Contract is terminated as herein provided, the Town shall make full payment to the Contractor for all authorized services performed up to and including the date of termination.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

5.12 Amendments

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Contractor's duly authorized representative shall be _____, and the Town's duly authorize representative shall be the Managing Authority.

5.13 Establishment and Maintenance of Records

The Contractor agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Contractor under this Contract. The Contractor agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, including any renewal or extension, and for one full year following termination or expiration.

5.14 Audits

At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to the Town, for examination, all records with respect to all matters covered by this Contract.

5.15 Reports and Information

The Contractor shall furnish the Town with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the Town.

5.16 Non-Assignability

The Contractor shall not assign or transfer any interest in this Contract without prior written consent of the Town.

5.17 Severability

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect.

5.18 Cumulative Remedies

All rights and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.

5.19 Governing Law

This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

5.20 Subcontractors and Subcontractors

Portions of this work may be subcontracted, provided that:

- 5.20.1 The Town shall give prior approval to such subcontract in writing.
- 5.20.2 All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
- 5.20.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

5.21 Gender/Number/Title

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Contract, the title shall prevail.

5.22 Notices

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this contract, shall be deemed properly given if hand delivered or sent by United States mail, first class postage, to the following addresses:

As to the Town:

(The Managing Authority designated
in Section 5 of this Contract)
323 Route 87
Columbia, CT 06237

As to the Contractor:

5.23 Non-Waiver

Any failure by the Town or the Contractor to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

5.24 Delinquency in Obligations

The Contractor hereby agrees that throughout the period of the Contract, all taxes, debts, contractual obligations, and audit responsibilities owed to the Town shall be and shall remain current.

5.25 Ownership of Work Product

All work produced under this Contract shall be the property of the Town. The Contractor shall turn over to the Town all original documents and other work products upon completion or demand.

5.26 Entire Contract

This Contract, and its exhibits attached hereto and referenced herein, contain the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and Contracts, whether written or oral, between them respecting the written subject matter.

**TOWN OF COLUMBIA
PROJECT CONTRACT
Columbia Boathouse Reconstruction Concrete Project
Columbia CT
Project NO. 03-2023**

IN WITNESS THEREOF, the TOWN OF COLUMBIA and the CONTRACTOR have executed this Contract on this _____ day of _____, 2023.

TOWN OF COLUMBIA

Reviewed:

By:
Title:

Approved:

By: Mark B. Walter
Title: Town Administrator

Witness:

CONTRACTOR

Approved:

Signature

Title:_____

Witness:

Signature

Title:_____