

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST
FOR PROPOSALS**

**CONSTRUCTION OF
PARKING AREA
55 RAILROAD AVENUE
PARKING AREA**

RFP# 2122-15

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS

CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE
PROPOSAL # 2122-15
APRIL 05, 2022

The Town of Cheshire is seeking competitive proposals for ***Construction of parking area 55 Railroad Avenue***. Sealed proposals are due by ***2:00 PM*** on ***April 22, 2021*** at the office of Department of Public Works, Room 213, Cheshire Town Hall, 84 South Main Street, Cheshire, Connecticut 06410. At that time, proposals will be opened in public and read aloud.

The documents comprising the Request for Proposals (“RFP Documents”) may be obtained on the Town's website, www.cheshirect.org, under "Businesses" “Bids and RFPs – Doing business with the Town”. The documents may also be reviewed at the Department of Public Works, Cheshire Town Hall, Room 213, 84 South Main Street, Cheshire, CT during the hours of 8:30 AM – 4:00 PM Monday through Friday.

The Town of Cheshire reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests.

TOWN OF CHESHIRE, CONNECTICUT

CONSTRUCTION OF PARKING AREA

55 RAILROAD AVENUE

APRIL 05, 2022

Proposal Number: 2122-15

Proposal Opening Date: Friday, April 22, 2022

Proposal Opening Time: 2:00 PM

Proposal Opening Place: Cheshire Town Hall, Room 207

The Town of Cheshire is seeking proposals for the construction of an 18 space bituminous concrete paved parking lot with bituminous concrete lip curbing and associated landscaped rain garden basin located at 55 Railroad Avenue.

One (1) original, two (2) copies and one pdf copy on a removable thumb drive of sealed proposals must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 by the date and time noted above. The Town of Cheshire (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

The documents comprising the Request for Proposals ("RFP Documents") may be obtained on the Town's website, www.cheshirect.org, under "Businesses" "Bids and RFPs – Doing business with the Town". The documents may also be reviewed at the Department of Public Works, Cheshire Town Hall, Room 213, 84 South Main Street, Cheshire, CT during the hours of 8:30 AM – 4:00 PM Monday through Friday. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

Proposals shall be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the rights to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town's sole discretion and judgment, will be in the Town's best interests.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Proposers
- Specifications
- Insurance Requirements
- Proposal Form
- Proposer's Legal Status Disclosure
- Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy
- Proposer's Non Collusion Affidavit
- Proposer's Statement of References
- Addenda, if any
- The Contract in the form attached *[If the form of Contract is not going to be attached, delete this item]*

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting proposals for *Construction of Parking Area 55 Railroad Avenue. The project includes the construction of an 18 space bituminous concrete paved parking lot with bituminous concrete lip curbing and associated landscaped rain garden basin, in strict compliance with the plans and specifications prepared by Barton and Loguidice, LLC.* This RFP is not a contract offer, and no contract will exist unless and until a written contract is signed by the Town and the successful proposer.

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Proposers are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A proposer's failure to comply with this requirement may result in disqualification.**

If there are any conflicts between the provisions or these Standard Instructions to Proposers and any other documents comprising this RFP, these Standard Instructions to Proposers shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, www.cheshirect.org, under "Proposals & RFP's." **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

3. KEY DATES

Pre-Proposal Site Visit:	<i>"THIS ITEM IS NOT APPLICABLE TO THIS RFP."</i>
Proposal Opening:	Thursday, April 22, 2022 at 2:00 PM
Preliminary Notice of Award:	Thursday, April 28, 2022
Contract Execution:	Thursday, May 5, 2022
Substantial Completion:	Thursday, June 30, 2022

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates. If awarded a contract, the successful respondent agrees, by the submission of its proposal, that it shall sign the contract provided by the Town without alteration or modification within five (5) business days of receipt of notice of award.

4. OBTAINING THE RFP

The documents comprising the Request for Proposals (“RFP Documents”) may be obtained on the Town's website, www.cheshirect.org, under "Businesses" “Bids and RFPs – Doing business with the Town”

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Cheshire Town Hall, Department of Public Works and Engineering, Room 213, 84 South Main Street, Cheshire, CT 06410 prior to the date and time the proposals are scheduled to be opened publicly. Postmarks prior to the opening date and time do **NOT** satisfy this condition. The Town will not accept submissions by e-mail or fax. Proposers are solely responsible for ensuring timely delivery. The Town will **NOT** accept late proposals.

One (1) original, two (2) copies and one pdf copy on a removable thumb drive of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the proposer's name, the proposer's address, the words "**PROPOSAL DOCUMENTS,**" and the **Proposal Title, Proposal Number and Proposal Opening Date.** The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents and inform the proposer that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations or corrections on that form. Quotation/Ditto marks (“ ”) or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for sixty (60) days after opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

6. QUESTIONS AND AMENDMENTS

Respondents shall promptly notify the Town of any ambiguity, inconsistency, or error which they may discover upon examination of the RFP and/or any documents provided or issued by the Town in conjunction with the RFP. Interpretations, corrections, and changes made to the RFP Documents will be made by written addenda. Addenda are written instruments issued by the Town prior to the proposal opening date, which modify or interpret the RFP Documents by addition, deletion, clarification, or correction.

Questions concerning the RFP Documents are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Daniel J. Bombero, Jr.
Department: Public Works & Engineering
E-mail: dbombero@cheshirect.org
Fax: 203-271-6659

Proposers are prohibited from contacting any other Town employee, officer or official concerning this RFP. A proposer's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from proposers no later than seven (7) business days before the proposal opening date. That representative will confirm receipt of a proposer's questions by e-mail. The Town will answer all written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and responses to same.

At least four (4) calendar days prior to proposal opening, the Town will post any addenda on the Town's website, www.cheshirect.org, under "Businesses" "Bids and RFPs – Doing business with the Town". **Each proposer is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no proposer shall rely on any alleged oral statement.

7. **ADDITIONAL INFORMATION/REQUIREMENTS**

- 7.1 **Delivery/Time for Performance.** TIME IS OF THE ESSENCE with regard to the performance of the services procured through this RFP and the Contract to be entered into by the Town with the selected proposer, if any. Strict compliance with and adherence to the schedule for the services and the Contract is mandatory. If, in the sole opinion of the Town, the selected proposer is not adhering to the contract schedule, upon forty-eight (48) hours written notice from the Town to the selected proposer, the Town shall have the right to direct the proposer to increase its manpower to meet the established project schedule (including any milestones) without additional compensation. Any and all such additional labor or supervision shall be at proposer's sole cost and expense and may include, but shall not be limited to, the Town directing the selected proposer to work overtime, work weekends, or any combination thereof, without any additional compensation being due to proposer for such additional personnel. In addition, the Town shall have the right but not the obligation to supplement the proposer's forces with that of another vendor in order to achieve compliance with the project schedule. All costs attributable to the supplemental labor and supervision of same shall be the sole obligation and responsibility of the selected proposer. Failure to strictly adhere to the schedule (including any milestones) and the provisions of this paragraph

7.1 shall constitute a material default of proposer's contractual obligations and entitle the Town, in its discretion, to all remedies for default set forth in the contract.

- 7.2 **Termination of Contract.** Contracts shall remain in force for the period within which the selected proposer must perform as set forth in the proposal, unless an extension has been agreed upon as evidenced by a contract extension executed in writing by both the selected proposer and the Town.
- 7.3 **Assignment.** Proposer shall not assign, transfer or subcontract this contract or its obligations hereunder without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion.
- 7.4 **Default.** The contract may be terminated by the Town by written notice of default to the upon non-performance or breach of the contract terms. The awarded proposer shall be obligated to pay the Town for all losses, damages, costs and expenses, including the cost of re-procurement, and attorney's fees incurred defending claims arising from such default and in seeking recovery of all such costs and expenses from proposer and/or its surety. Upon a termination for cause, the Town shall have no further obligation to issue payments to the proposer until resolution of the dispute.
- 7.5 **Conflict.** To the extent any of the contract terms set forth herein conflict with the terms of the form Contract entered into by the parties, the Contract terms shall control.
- 7.6 **COVID-19:** Proposers shall anticipate and incorporate into their proposals all potential costs and delays related to a public health emergency such as the COVID-19 coronavirus pandemic, including the cost of compliance with rules, regulations, guidelines and recommendations issued by public authorities. Potential costs may include but are not limited to, costs related to inefficiency, lost productivity, delays of performance, social distancing, manpower levels, project scheduling, coordination, material/product supply chain delays and disruptions, delivery delays, material escalation, and any other potential costs. In no event shall the Town be liable for any such costs and/or delays.

The Town reserves the right, either before or after the opening of proposals, to ask any proposer to clarify its proposal or to submit any additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and will not be returned to proposers.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is

subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure, or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

In its Proposal Form each proposer must disclose, if applicable:

- Its inability or unwillingness to meet any requirement of this RFP, including but not only any of the Contract Terms referenced herein and in the contract template provided by the Town as part of this RFP (if applicable);
- If it is listed on the State of Connecticut's Debarment List;
- If it is ineligible, pursuant to Conn. Gen. Stat. § 31-57b, to be awarded the Contract because of occupational safety and health law violations;
- All resolved and pending arbitrations and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last ten (10) years;
- All criminal proceedings in which the proposer or any of its principals (regardless of place of employment) has ever been the subject; and
- Each instance in which it or any of its principals (regardless of place of employment) has ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts.

A proposer's acceptability based on these disclosures lies solely in the Town's discretion.

12. REFERENCES

Each proposer must complete and submit the Proposer's Statement of References form included in this RFP.

13. LEGAL STATUS

If a proposer is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must have a current registration on file with that office. The Town may, in its sole discretion, request acceptable evidence of any proposer's legal status.

14. PROPOSAL (BID) SECURITY

Each proposal must be accompanied by a proposal (bid) bond with a surety acceptable to the Town in an amount equal to at least **TEN PERCENT (10%)** of the proposal amount. The proposal (bid) bond shall be written by a company or companies licensed to issue bonds in the State of Connecticut, which company or companies shall have at least an "A-" VIII policyholders rating as reported in the latest edition of Best Publication's Key Rating Guide. The successful proposer, upon its refusal or failure to execute and deliver the Contract, certificate(s) of insurance, W-9 form, performance security or other documents required by this RFP within **five (5) business days** of written notification of preliminary award, unless the Town otherwise agrees in writing, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security submitted with its proposal.

Upon the successful proposer's execution of the Contract in the form provided with this RFP, the Town shall return the proposal security to the successful proposer and to all other proposers.

15. PRESUMPTION OF PROPOSER'S FULL KNOWLEDGE

Each proposer is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A proposer's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each proposer is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the performance of the work described herein.

By submitting a proposal, each proposer represents that it has thoroughly examined and become familiar with the scope of work outlined in this RFP, and it is capable of performing the work to achieve the Town's objectives. If applicable, each proposer shall visit the site, examine the areas and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. SUBSTITUTION FOR NAME BRANDS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #066-001971. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

18. INSURANCE

The successful proposer shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to require from the successful proposer a complete, certified copy of any required insurance policy.

19. PERFORMANCE SECURITY

The successful proposer shall furnish security covering the faithful performance of the Contract (the "Performance Security"). The Performance Security shall be in the form of a surety bond for the full amount of the contract, and in a form reasonably acceptable to the Town. The Performance Security shall be issued by a company licensed by the State of Connecticut that is a T List surety and has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide. The cost of the Performance Security shall be included in the proposal price.

In addition to the Performance Security, the successful proposer shall furnish a bond covering the successful proposer's payment to its subcontractors and suppliers of all obligations arising under the Contract (the "Payment Bond"). The Payment Bond shall be (a) in the full amount of the Contract price; (b) in a form reasonably acceptable to the Town; and (c) issued by a company licensed by the State of Connecticut that has at least an "A-" VIII policyholders rating according to Best Publication's latest edition Key Rating Guide and is on the T List. The cost of the Payment Bond shall be included in the proposal price.

20. DELIVERY ARRANGEMENTS

The successful proposer shall deliver the items that are the subject of the RFP, at its sole cost and expense, to the location(s) listed in the Specifications.

21. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

All proposals will be publicly opened and read aloud as received on the date, at the time, and at the place identified in this RFP. Proposers may be present at the opening, unless expressly prohibited by the Town.

The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is

a clerical error, such as a price extension, decimal point error or FOB terms. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town reserves the rights to accept all or any part of a proposal, reject all proposals, and waive any informalities or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers.

The Town will accept the proposal that, all things considered, the Town determines is in its best interests. Although price will be an important factor in most RFPs, it will not be the only basis for award. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance, and other criteria relevant to the Town's interests, including compliance with the procedural requirements stated in this RFP.

The Town will not award the proposal to any business that or person who is in arrears or in default to the Town with regard to any tax, debt, charge, contract, security or any other obligation.

If the lowest proposer meets all specifications, is responsive, and, if applicable, qualified, but the proposal is not acceptable to the Town Manager or, if applicable, the Public Building Commission or the Board of Education, the matter must be referred to the Town Council for its decision on whether to reject all proposals, to accept a higher proposal, or to take such other action as may be in the Town's best interests.

The Town will select the proposal that it deems to be in the Town's best interest and issue a Preliminary Notice of Award to the successful proposer. The award may be subject to further discussions with the proposer. **The making of a preliminary award to a proposer does not provide the proposer with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A proposer has rights, and the Town has obligations, only if and when a Contract is fully executed by the Town and the proposer.**

If the proposer does not execute the Contract within five (5) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the proposer and may enter into discussions with another proposer.

The Preliminary Notice of Award and Contract Execution dates in Section 3's Key Dates are anticipated, not certain, dates.

22. AFFIRMATIVE ACTION, AND EQUAL OPPORTUNITY

Each proposer must submit a completed Proposer's Certification Concerning Equal Employment Opportunities and Affirmative Action Policy form included with this RFP. Proposers with fewer than ten (10) employees should indicate that fact on the form and return the form with their proposals.

23. NONRESIDENT CONTRACTORS

THIS ITEM IS NOT APPLICABLE TO THIS RFP

24. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each proposer confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each proposer confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract.

The successful proposer shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful proposer or its subcontractor. The successful proposer shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this provision, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

25. NON COLLUSION AFFIDAVIT

Each proposer shall submit a completed Proposer's Non Collusion Affidavit that is part of this RFP.

26. CONTRACT TERMS

The following provisions will be among the mandatory terms of the Town's Contract with the successful proposer. If a proposer is unwilling or unable to meet any of these Contract Terms, the proposer must disclose that inability or unwillingness in its Proposal Form (see Section 11 of these StandardInstructions to Proposers):

a. DEFENSE HOLD HARMLESS AND INDEMNIFICATION

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers, boards, commissions, committees, and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits,

actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's performance of the contract, including but not limited to proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of the Town Indemnified Parties.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts.

The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

b. ADVERTISING

The successful proposer shall not name the Town in any advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful proposer may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful proposer to do so is not a statement about the quality of the successful proposer's work or the Town's endorsement of the successful proposer:

c. W-9 FORM

The successful proposer must provide the Town with a completed W-9 form before Contract execution.

d. PAYMENTS

Proposers are encouraged to offer discounts for early payment. All other payments are to be made 30 days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications or Contract.

“In each of its contracts with subcontractors or materials suppliers, the successful proposer shall agree to pay any amounts due for labor performed or materials furnished not later than thirty (30) days after the date the successful proposer receives payment from the Town that encompasses the labor performed or materials furnished by such subcontractor or material supplier. The successful proposer shall also require in each of its contracts with subcontractors that such subcontractor shall, within thirty (30) days of receipt of payment from the successful proposer, pay any amounts due any sub-subcontractor or material supplier, whether for labor performed or materials furnished.

Each payment application or invoice shall be accompanied by a statement showing the status of all pending change orders, pending change directives and approved changes to the Contract. Such statement shall identify the pending change orders and pending change directives, and shall include the date such change orders and change directives were initiated, additional cost and/or time associated with their performance and a description of any work completed. The successful proposer shall require each of its subcontractors and suppliers to include a similar statement with each of their payment applications or invoices.”

e. TOWN INSPECTION OF WORK

The Town may inspect the successful proposer's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful proposer has the sole and exclusive responsibility for performing in accordance with the Contract. Work shall conform with the State of Connecticut Department of Transportation Form 818 and the Town of Cheshire Guidelines and Specifications for Public Improvements which are available on the Town's website at:

https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_8580856/File/Government/PW%20Engineering/guidelines%20for%20public%20improvements%20PW.pdf

Should an apparent conflict between these two specifications arise then the Contractor shall submit a request for resolution of the discrepancy in writing and the Town shall respond in writing as to which better satisfies the intent of the design and will take precedence.

f. REJECTED WORK OR MATERIALS

The successful proposer, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within 48 hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

g. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful proposer shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time, at no cost to the Town.

h. SUBCONTRACTING

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful proposer shall provide the Town with written notice of the identity (full legal name street address, mailing address (if different from street address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful proposer with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful proposer shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful proposer. The successful proposer shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract. The successful proposer also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful proposer shall assure compliance with all requirements of the Contract. The successful proposer shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

i. PREVAILING WAGES

State law may require that wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker under the Contract and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Conn. Gen. Stat. § 31-53, as amended, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. A successful proposer who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day. Upon Contract award, the successful proposer must certify under oath to the State Labor Commissioner the pay scale to be used by the successful proposer and its subcontractors.

j. PREFERENCES

The successful proposer shall comply with the requirements of Conn. Gen. Stat. § 31-52(b), as amended. Specifically, the successful proposer agrees that in the employment of labor to perform the work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of the Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in New Haven County for at least three (3) months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the Contract.

k. WORKERS COMPENSATION

Prior to Contract execution, the Town will require the tentative successful proposer to provide a current statement from the State Treasurer that, to the best of her knowledge and belief, as of the date of the statement, the tentative successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. § 31-355.

1. SAFETY

THIS ITEM IS NOT APPLICABLE TO THIS RFP

m. COMPLIANCE WITH LAWS

The successful proposer shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its proposal and the performance of the work described in the Contract, including but not limited to:

- 1 **Non-Discrimination and Affirmative Action.** Proposer, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer further agrees that this article, (and any additional provisions required by law), will be incorporated by Proposer in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all Town bid documents, purchase orders, lease and contracts entered into with the Town. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 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 (CGS), 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 (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972.

If a project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

- .2 **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment opening and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- .3 **Connecticut's Prevailing Wage Law Provision.** If applicable, the Proposer must be in full compliance with CGS Section 31-53 and 31-53(a) which applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project by the state or its agents, or by any political subdivision of the State, CGS Section 31-53 (g) provides monetary thresholds which must be met before the law is applicable. In accordance with CGS Section 31-53, projects are subject to the payment of minimum prevailing wages where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is **\$1,000,000** or more and where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project is **\$100,000** or more. For qualifying projects, all contractors and subcontractors shall submit to the Finance Department certified weekly payrolls for all contracts meeting the stated monetary limits. The certified payrolls shall be submitted to the Finance Department with the Proposer's monthly certificate for payment. The Proposers should familiarize themselves with all aspects of the provisions under state law in order to ensure full compliance.
- 4 **Occupational Safety and Health Administration Requirements.** According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **\$100,000** shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public

building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the Town. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

- 5 **Payment Bond/Performance Bond State Law Requirements.** CGS Section 49-41, known as the Little Miller Act, requires that the Town ensure that payment bonds a/k/a labor and materials bond in the amount of the contract are provided for public works projects over **\$100,000**. When a contract for construction, alteration, remodeling, repair or demolition of any public building is estimated to cost more than **\$500,000** additional laws/requirements apply. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

- 6 **State of Connecticut Contractor Prequalification Program.** CGS Section 4b-91 requires all bidders for the construction, alteration, remodeling, repair or demolition of any public building or any other public work by a public agency (includes a municipality) that is paid for, in whole or in part, with state funds and that is estimated to cost more than **\$500,000**, except a public highway or bridge project or any other construction project administered by DOT, shall be prequalified with the State pursuant to CGS Section 4a-100. Once a contractor is prequalified, it is issued a prequalification certificate by DAS, which certificate is in effect for one year. Subcontractors' work, the cost of which may exceed **\$500,000**, are also required to be prequalified. Any bid for a project that requires prequalification must include a copy of the bidder's Prequalification Certificate showing the aggregate work capacity rating required under the contract and the Update (Bid) Statement showing renewal of certificate and/or change in aggregate work capacity. Bids which do not include a copy of the Prequalification Certificate and the Update (Bid) Statement are invalid. Contractors should contact the State Department of Administrative Services to familiarize themselves with these requirements.

- 7 **Non-Resident Contractor 5% Tax For Contracts.** CGS Section 12-430(7) requires non-resident contractors who perform services or furnish materials, or both, for the construction, alteration or improvement of any project in which the contract price is at least **\$250,000**, to furnish the Department of Revenue Services (DRS) a Guarantee Bond for 5% of the total cost of the work, issued under a contract using Form AU-766, Guarantee Bond. This form is available on the State DRS website. Form AU-766 must be submitted for each additional change order or supplement issued against the contract. Non-resident contractors must have completed and submitted to the DRS Form REG-1, Business Tax Registration Application, to register with the DRS and have been issued a Connecticut Tax Registration Number. This form is available on the DRS website.

Non-resident contractors have 120 days from the commencement of the contract to file the Guarantee Bond with the State. Commencement of the contract, as defined by law, “means the time when the non-resident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts.” As soon as the guarantee bond is filed with the DRS, the non-resident contractor shall submit the copy of such Guarantee Bond together with the non-resident contractor’s Connecticut Tax Registration Number to the Town department for whom the project is required. After the non-resident contractor receives its Certificate of Compliance from the DRS confirming that the Guarantee Bond requirement has been met, the non-resident contractor shall submit a copy of the same to the department, for whom the work is being performed, with a copy to the Purchasing Department.

8 **Equal Employment Opportunity (EEO); Minority Business Enterprises (MBE)**

If a project is funded in whole or in part by state or federal funds, there may be a requirement that the contractor comply with CGS Section 4a-60 and applicable State regulations. On these projects it will depend upon which set-aside requirements are imposed by the funding agency. If no set-aside requirement is imposed, a statement that the Proposer is required to undertake good faith efforts to include subcontractors and suppliers who are minority business enterprises will suffice and shall be deemed to be incorporated into the Contract with the Town. If there is a set-aside goal, the Town and Proposer shall comply with the Small Contractors Set-Aside Program and the hiring goals identified by the State Commission on Human Rights and Opportunities (CHRO.)

9 If a project or program is funded in whole or in part with federal funds, the Federal Uniform Guidance Procurement Standards, 2 *CFR* §§ 200.317-200.327, shall apply and full compliance by Proposer with same shall be required.

n. LICENSES AND PERMITS

The successful proposer certifies that, throughout the Contract term, it shall have and provide proof of all approvals, permits and licenses required by the Town and/or any state or federal authority. The successful proposer shall immediately and in writing notify the Town of the loss or suspension of any such approval, permit or license.

o. AMENDMENTS

The Contract may not be altered or amended except by the written agreement of both parties.

p. ENTIRE AGREEMENT

It is expressly understood and agreed that the Contract contains the entire agreement between the parties, and that the parties are not, and shall not be, bound by any stipulations, representations,

agreements or promises, oral or otherwise, not printed or inserted in the Contract or its attached exhibits.

q. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

r. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submit in any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

s. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful proposer are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful proposer understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful proposer shall be solely responsible for any applicable taxes.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF CHESHIRE, CONNECTICUT

SPECIFICATIONS FOR

PROPOSAL# 2122-15

CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE

DESCRIPTION:

The Town of Cheshire is seeking lump sum bid proposals for an experienced contractor to construct an 18 space bituminous concrete paved parking lot located at 55 Railroad Avenue. Additional work includes bituminous concrete lip curbing, fencing and a landscaped rain garden basin with a yard drain and stone infiltration trench.

All work shall be in accordance with and as described on the project plans entitled "Proposed Parking Area prepared for Town of Cheshire , 55 Railroad Avenue, Cheshire, CT dated 04/04/22. Sheet 1 of 2 (Parking Site Plan) and sheet 2 of 2 (Details) prepared by Barton & Loguidice, LLC"

Work shall conform to the State of Connecticut Department of Transportation (CTDOT) Standard Specifications for Roads, Bridges and Incidental Construction, Form 818, dated 2020 through Supplemental Specifications dated January 2022 (referred to herein after at "Form 818"), the Town of Cheshire Guidelines and Specifications for Public Improvements (referred to herein as "Public Improvements") and the following special provisions.

The Public Improvements are available on the Town's website at:

https://p1cdn4static.civilive.com/UserFiles/Servers/Server_8580856/File/Government/PW%20Engineering/guidelines%20for%20public%20improvements%20PW.pdf

Copies of Form 818 are available electronically at:

<http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>.

GENERAL:

Specification amendments or supplements that apply throughout Form 818 are outlined below:

1. Replace the word "State" and the word "Department, wherever they appear, with the word "Town" throughout Form 818.
2. Method of Measurement: Work for these items will not be measured separately for payment unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order.
3. Basis for Payment: Work items for this project will not be paid for separately unless additions, deletions or modifications to the Work are ordered by the Town of Cheshire through a formally issued Change Order. Progress payments will be made against the Unit Prices provide for items contained in the Bid Form for the entire project, using an approved Schedule of Values.

SCHEDULE OF VALUES

The apparent successful Bidder must submit, prior to the execution of an Agreement, a preliminary schedule of values for all of the Work. The preliminary schedule of values must be submitted after Bidding by the apparent low Bidder, and the schedule of values must be deemed acceptable by the Engineer, before the Agreement is executed.

MATERIALS

The Contractor owns all materials to be removed from the site and is responsible for its suitable disposal.

SUBMITTALS:

The Contractor shall submit 1 copy of each material certification/product data sheet required. Submittals shall be digital only.

COORDINATION OF WORK:

The Contractor shall coordinate with the Town and its agent accordingly. The Contractor’s allowable work hours at the site are limited to the following:

- Monday through Friday between 7:30 a.m. and 5:30 p.m.;
- Saturday between 8:00 a.m. and 2:00 p.m.

CONTRACT TIME:

The contract time for this project is forty-five (45) consecutive calendar days, starting on the Notice to Proceed date, and does not allow for a winter shutdown period.

LIQUIDATED DAMAGES:

The Contractor is hereby notified that liquidated damages in the amount of seven hundred and fifty dollars (\$750.00) per consecutive calendar day apply to this project in order to help ensure a timely completion.

PORTABLE CHEMICAL TOILET FACILITY:

The Contractor shall furnish one (1) portable chemical toilet for the entire duration of the contract time period to support this construction project. There shall be no separate measurement and payment for this portable chemical toilet, as it shall be included under the Lump Sum Contract Work.

CONSTRUCTION STAKING:

Construction stakeout is the responsibility of the Contractor and it shall be included under the Lump Sum Contract Work. Benchmark and control points will be provided by the Town prior to the start of construction.

TESTING:

The Contractor is hereby notified that the Town shall perform all in place soils density tests as deemed necessary to ensure proper soils and bituminous pavement compaction.

CALL-BEFORE- YOU- DIG (CBYD):

The Contractor is hereby notified that he shall contact Call-Before-You-Dig (CBYD) 1-800-922-4455 www.cbyd.com and obtain authorization prior to start of work as required by law. Contractor shall renew CBYD tickets as required for the duration of construction.

SPECIAL PROVISIONS:

Special Provisions are provided starting on the following page.

SECTION 9.10: TIMBER GUIDE RAIL and TIMBER ROUND RAIL FENCE

DESCRIPTION

Work under this item shall consist of furnishing and installing a Timber Guide Rail which is a single timber rail element fastened to timber posts or a Timber Round Rail Fence as shown on the plans or as directed by the Engineer.

MATERIALS

1. **Timber:** All timber shall conform to the type as shown on the details on the plans and with the following:
 - a) Commercial lumber grade No. 1 or better after treatment;
 - b) AASHTO M 168;
 - c) Minimum stress rating of 1350 psi
 - d) Rough sawn (non-planed) or S4S (surface four side) White Cedar or Southern Yellow Pine or Douglas Fir-Larch with nominal dimensions as indicated on the plans. Variations in the size of any dimension shall not be more than $\pm \frac{1}{4}$ "
 - e) For the Timber Guide Rail:
 - All timber components shall be pressure treated with CCA or ACZA depending on species supplied conforming to AWWA Standard P5 to a minimum net retention of 0.60lb/cubic foot in the assay zone in accordance with AWWA Standard C14.
 - All timber components shall be free of excess preservative and solvent at the conclusion of the treating process. Post treatment cleaning shall be by expansion bath or steaming in accordance with AWWA Standard C2;
 - All timber components shall be fabricated (including but not necessarily limited to cutting, drilling, dapping and chamfering) prior to treatment.
 - f) Kiln or air dried to a maximum moisture content of 25% after treatment (KDAT - 25);
 - g) Grade-marked after treatment by an agency certified by the American Lumber Standard Committee (ALSC).

Fasteners: Round head bolts shall be manufactured in accordance with the sizes designated on the plans, the geometric specifications included in ANSI B18.5.1.2.2 and the material specifications for ASTM A588 steel. All round head bolts shall be marked with the manufactures symbol and A588. Hex Lag Screws shall be manufactured in accordance with ASTM A307 Grade A specifications. All Hex Lag Screws shall be hot-dipped galvanized in accordance with ASTM A153 Class C.

CONSTRUCTION METHODS

The posts shall be located as shown on the plans, set plumb and in alignment with the rail. The rail elements shall then be erected to produce a smooth continuous rail as shown on the plans.

The excavated area for the posts shall be backfilled with suitable material and compacted in 6-inch (150 millimeters) layers. Any surplus material remaining after the completed installation shall be removed by the Contractor. Construction methods shall be in accordance with Form 818, Section 9.10.03.

SECTION 9.13: VINYL PRIVACY FENCE

DESCRIPTION

Work under this item shall consist of furnishing and installing a 6' high vinyl fence in accordance with the details on the plans and this special provision.

MATERIALS

The fence materials shall be white solar guard vinyl in accordance with the 6' High Vinyl Dressed Contemporary Solid Fence as manufactured by Atlas Outdoor Products. A different manufacturer's fence may be submitted for approval as an equal. A manufacturer's cut sheet shall be submitted for review and approval by the Town.

Concrete footings shall be Portland cement concrete, minimum compressive strength of 3,300 psi, as defined in Form 818, Section M.03.02.

CONSTRUCTION METHODS

Vinyl fence posts shall be spaced in line of fence not further than 8 feet on centers. Posts shall be set in Portland concrete cement acceptable to the Town. Construction installation methods shall be in accordance with the approved fence manufacturer.

SECTION 9.49: FURNISHING, PLANTING AND MULCHING TREES AND SHRUBS

DESCRIPTION

The work under these items shall consist of furnishing, preparation of planting areas, plant layout, planting, fertilizing and mulching trees and shrubs of the type and size indicated on the plans. It shall also include all incidental operations, such as weed block or barrier, the care including watering of the living plants and the replacement of dead and unsatisfactory plants or unsatisfactory materials before final acceptance of the contract.

MATERIALS

The materials for these items shall meet the requirements of Form 818 Section M.13. No submittals are required, however the Town or its agent, shall inspect the material when delivered to the job site and can reject any or all of the material deemed unsatisfactory.

The rain garden soil mix shall be in accordance with Form 818, Section M.13.01 and shall consist of 50-60% sand, 20-30% topsoil and 20- 30% compost. The compost shall be a stable organic material conforming to Form 818, Section M13.06. The mix shall have very little clay as it impedes water from infiltrating into the soil.

Topsoil material shall be in accordance with Form 818, Section M.13.01.

CONSTRUCTION METHODS

Construction methods shall conform to Form 818, Section 9.49.03. Remove Section 9.49.03 15. One-Year Establishment Period and replace with:

15. One-Year Establishment Period: All plant material shall be subject to a one-year establishment period. During this time, the Contractor shall use currently accepted horticultural practices to keep all plant material installed in a healthy, vigorous growing condition at the date of final acceptance. The date of final acceptance shall be 1 full calendar year following the satisfactory completion of the planting activities as confirmed by the Engineer. Project retainage will be used to guarantee the One-Year Guarantee Period. A final inspection will be held 1 year from the date of installation with the Contractor, the Town and Engineer to determine the acceptability of the plant establishment.

SECTION 12.08: SIGN FACE – SHEET ALUMINUM

DESCRIPTION

Work shall consist of furnishing and installing sign face- sheet aluminum signs of the type specified, metal sign posts at locations indicated on the plans or as directed by the Engineer.

MATERIALS

The materials shall be in accordance with Form 818 Section 12.08.02 and Section M.18.

CONSTRUCTION METHODS

Construction methods shall conform to Form 818, Section 12.08.03.

SECTION 12.09: PAINTED PAVEMENT MARKINGS

DESCRIPTION

This item shall consist of furnishing and installing painted pavement markings, of the type and color specified at the locations indicated on the plans and in conformity with the plans, and these specifications and as directed by the Town.

Painted markings such as parking stalls and stop bar are installed with a hand striping machine.

MATERIALS

The materials shall be in accordance with Form 818 Section 12.09.02 and Section M.07.

CONSTRUCTION METHODS

Construction methods shall conform to Form 818, Section 12.

END OF SPECIFICATIONS

TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS FOR
CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE
PROPOSAL # 2122-15

The General Contractor and all Subcontractors shall carry the following insurances for the duration of the Project, in coordination with the GENERAL CONDITIONS OF THE CONTRACTOR FOR CONSTRUCTION AND THE SUPPLEMENTARY CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. Insurance companies shall be licensed to do business in the State of Connecticut.

1. Commercial General Liability: Combined single limit of \$2,000,000.00 (two million dollars) for each occurrence/\$3,000,000 (three million) aggregate. Insurance shall include general liability, products and completed operations, personal and advertising injury, fire damage and medical expense insurances.
2. Automobile Liability: Combined single limit of \$1,000,000.00 (one million dollars) for any automobile.
3. Excess Liability- Umbrella Form: Combined single limit of \$2,000,000.00 (two million dollars).
4. Workers Compensation and Employers' Liability:
 - a. Projects not involving roofing work: Statutory limits.
 - b. Projects involving roofing work: Statutory limits Including employers' liability of \$500,000.00/\$500,000.00/\$500,000.00.
5. Special Hazards: For projects involving underground work or explosives provide per the limit of general liability insurance the following:
 - a. Type C - Collapse or Structural Integrity
 - b. Type U - Underground Damage
 - c. Type X - Explosion or Blasting

ALL POLICIES shall include:

(a) endorsement of the work description, contract name, number and location. (b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the Owner and Architect prior to any modification or cancellation of any such policy. (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges . (d) an endorsement as follows: "This policy is issued in compliance with the Insurance Requirements of the Contract Documents for the Project and the issuing Company/Agent is fully cognizant of the requirements as stated therein," (e) shall include contractual liability insurance applicable to the Contractor's indemnity and hold harmless obligations under the terms of the General Conditions of the Contract for Construction, (f) shall be primary to any valid and collectable insurance carried separately by the Owner, (g) shall name the Town as an additional insured, except that this requirement does not apply to worker's compensation insurance.

END OF INSURANCE REQUIREMENTS

TOWN OF CHESHIRE, CONNECTICUT

**PROPOSAL FORM
CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE**

PROPOSAL # 2122-15

PROPOSER'S FULL LEGAL NAME:

Pursuant to and in full compliance with the RFP, the undersigned proposer, having visited the site or property if applicable, and having thoroughly examined each and every document comprising the *RFP*, including any addenda, hereby offers and agrees as follows:

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total **LUMP SUM BASE BID** of

_____ /100 Dollars
(write out in words)

(\$ _____).

UNIT ADJUSTMENTS

Owner may order additions, deletions or revisions to the Work included in the Lump Sum Base Bid. If such increases or decreases to the Work occur, the prices shown below (for items complete, in-place and ready for service) will be used to adjust the Lump Sum Base Bid by Change Order:

ITEM	UNIT	ADJUSTMENT BID PRICE PER UNIT
Timber Guide Rail (Includes Chain Gate)	Linear Foot (LF)	\$ _____
Round Rail Fence	Linear Foot (LF)	\$ _____
Vinyl Privacy Fence	Linear Foot (LF)	\$ _____

Adjustment prices are subject to acceptance by the Town, and rejection of one or more unit adjustment prices will not invalidate acceptance of this Bid.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned proposer acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed work called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for work accomplished under the price(s) as proposed.

REQUIRED DISCLOSURES

a. Exceptions to the RFP

_____ This proposal does not take exception to any requirement of the RFP, including but not only any of the Contract Terms set forth in Section 26 of the Standard Instructions to Proposers.

OR

_____ This proposal takes exception(s) to certain of the RFP requirements, including but not only the following Contract Terms set forth in Section 26 of the Standard Instructions to Proposers. **Attached is a sheet fully describing each such exception.**

b. State Debarment List

Is the proposer on the State of Connecticut's Debarment List?

___ Yes

___ No

c. Occupational Safety and Health Law Violations

Has the proposer or any firm, corporation, partnership or association in which i.t has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

--- Yes
--- No

If "yes," attach a sheet fully describing each such matter.

d. Arbitration/Litigation

Has either the proposer or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any resolved or pending arbitration or litigation?

--- Yes
--- No

If "yes," attach a sheet fully describing each such matter.

e. Criminal Proceedings

Has the proposer or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

--- Yes
--- No

If "yes," attach a sheet fully describing each such matter.

f. Has the proposer failed to complete work awarded to it or been declared in default in the past 5 years?

--- Yes

--- No

g. Ethics and Offenses in Public Projects or Contracts

Has either the proposer or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

--- Yes

--- No

If "yes," attach a sheet fully describing each such matter.

PROPOSAL BID SECURITY

I/we have included herein the required proposal (bid) bond in the amount of 10% of the proposal amount.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE PROPOSER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE. PROPOSER AGREES THAT IT WILL SIGN CONTRACT PROVIDED BY THE TOWN, WITHOUT MODIFICATIONS OR ALTERATIONS, WITHIN FIVE (5) DAYS OF AWARD.

BY.....
(PRINT NAME)

TITLE:.....

(SIGNATURE)

DATE:.....

END OF PROPOSAL FORM

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the proposer's regular employees regularly in attendance to carry on the proposer's business in the proposer's own name. An office maintained, occupied and used by a proposer only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a proposer will not be considered a permanent place of business of the proposer.

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President Secretary Chief Financial Officer

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s) ·

Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
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Name & Title (if any)	Residential Address (street only)
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Does the proposer have a "permanent place of business" in Connecticut, as defined above?

Yes _____ No _____

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Proposer's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Does the proposer have a "permanent place of business" in Connecticut, as defined above?

___ Yes ___ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Sign on the next page

Proposer's Full Legal Name

(print)

Name and Title of Proposer's Authorized Representative

(signature)

Proposer's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL# 2122-15
CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE

PROPOSER'S CERTIFICATION
Concerning Equal Employment Opportunities
And Affirmative Action Policy

I/we, the proposer, certify that:

- 1) I/we are in compliance with the equal opportunity clause as set forth in Connecticut state law (Executive Order No. Three, <http://www.cslib.org/exeorder3.htm>).
- 2) I/we do not maintain segregated facilities.
- 3) I/we have filed all required employer's information reports.
- 4) I/we have developed and maintain written affirmative action programs.
- 5) I/we list job openings with federal and state employment services.
- 6) I/we attempt to employ and advance in employment qualified handicapped individuals.
- 7) I/we are in compliance with the Americans with Disabilities Act.
- 8) I/we (check one):
_____ have an Affirmative Action Program, or
_____ employ 10 people or fewer.
- 9) I/we have read and understand the RFP Documents and all addenda and our proposal has been made on the basis thereof.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized
Representative

Title of Proposer's Authorized Representative

Date

TOWN OF CHESHIRE, CONNECTICUT

PROPOSER'S NON COLLUSION AFFIDAVIT

PROPOSAL FOR: 55 RAILROAD AVENUE PARKING AREA

PROPOSAL NUMBER: 2122-15

The undersigned proposer, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the proposer, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Cheshire is directly or indirectly interested in the proposer's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Cheshire to consider its proposal and make an award in accordance therewith.

Legal Name of Proposer

(signature)
Proposer's Representative, Duly Authorized

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
My Commission Expires:

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL# 2122-15
CONSTRUCTION OF PARKING AREA
55 RAILROAD AVENUE

PROPOSER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

END OF STATEMENT OF REFERENCES

CONTRACT FOR
CONSTRUCTION OF PARKING AREA 55 RAILROAD AVENUE

This Contract is made as of the ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Cheshire, 84 South Main Street, Cheshire, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and *[name and address of successful proposer]* (the "Contracting Party")-

RECITALS:

WHEREAS, the Town has issued a Request for Proposals for **CONSTRUCTION OF PARKING AREA 55 RAILROAD AVENUE** (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contracting Party submitted a proposal to the Town dated _____ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work").

The Contracting Party also agrees to comply with all of the terms and conditions set forth herein and in the RFP, including but not only **all of the terms set forth in Section 26 (the "Contract Terms") of the Standard Instructions to Bidders.**

2. Term:

3. Contract Includes Exhibits; Order of Construction: The Contract includes the RFP (Exhibit A) and the Proposal (Exhibit B), which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the RFP, and the Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

4. Price and Payment:

5. Right to Terminate - If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

6. No Waiver or Estoppel - Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an

estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

7. **Notice** - Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) at their respective addresses set forth below:

If to the Town:

***Daniel J. Bombero, Jr., Capital Projects Manager
Cheshire Town Hall – Department of Public Works & Engineering
84 South Main Street
Cheshire, CT 06410 dbombero@cheshirect.org***

If to the Contracting Party:

[name, address, fax and e-mail]

8. **Execution** - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF CHESHIRE

By _____
Sean M. Kimball
Its Town Manager, Duly Authorized

Date: _____

[CONTRACTING PARTY LEGAL NAME]

By _____
Its _____, Duly Authorized

Date: _____