

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST
FOR PROPOSALS
#2223-04**

(Town Hall Roof Replacement)

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS
#2223-04
Town Hall Roof Replacement
September 20, 2022

The Town of Cheshire is seeking competitive proposals for the **Replacement of the Town Hall Roof**. Sealed proposals are due by 1:00 PM on **Tuesday, October 4, 2022** at the office of Public Works & Engineering (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 & RFP’s – Doing Business with the Town.”

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

REQUEST FOR PROPOSALS FOR
(Town Hall Roof Replacement)

Proposal Number: #2223-04
Proposal Opening Date: October 4, 2022
Proposal Opening Time: 1:00 PM
Proposal Opening Place: Cheshire Town Hall, Room (Room 207/209)

The Town of Cheshire is seeking proposals for the Replacement of the Existing Grinder at the Mansion Road Pump Station.

One (1) original and 2 copies 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 this Request for Proposals may be obtained on the Town's website, www.cheshirect.org, under "Businesses" / "Bids & 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.**

Proposals shall be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.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

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS

"THIS ITEM IS NOT APPLICABLE TO THIS RFP."

1. INTRODUCTION

The Town of Cheshire (the "Town") is soliciting proposals for ***the Replacement of the Town Hall Roof***. 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 of 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 affected by a posting on the Town's website, www.cheshirect.org, under "Businesses" / "Bids & 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.**

If this RFP provides for a multi-year agreement, the Town also reserves the right to terminate the Contract at the end of the last fiscal year for which funds have been appropriated, and the Town shall have no obligation or liability to the successful proposer for any unfunded year or years.

3. KEY DATES

Optional Site Visit: Friday, September 29, 2022 @ 2:00 PM– (Cheshire Town Hall, 84 South Main Street in front of the Town Hall Main Lobby)

Proposal Opening: October 4, 2022 at 1:00 PM

Preliminary Notice of Award: October 11, 2022

Contract Execution: October 14, 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) days of receipt of notice of award.

4. OBTAINING THE RFP

All documents that are a part of this RFP may be obtained on the Town's website, www.cheshirect.org, under "Businesses" / "Bids & RFP's."

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 and 2 copies 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. 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 the 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 process and procedures applicable to this RFP are to be submitted **in writing** (including by e-mail or fax) and directed **only to:**

Name: Daniel Bombero, Capital Projects Manager
Department: Public Works & Engineering
E-mail: Dbombero@Cheshirect.org

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

Name: Daniel Bombero, Capital Projects Manager
Department: Public Works & Engineering
E-mail: Dbombero@Cheshirect.org

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 "Proposals & RFP's." **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.

ADDITIONAL INFORMATION/REQUIREMENTS

- 7.0 **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.

- 7.1 **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.
- 7.2 **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.
- 7.3 **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.
- 7.4 **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.
- 7.5 **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.

7.6 **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.

7.7 **OWNERSHIP OF PROPOSALS**

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

7.8 **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.

7.9 **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.

8.0 REFERENCES

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

8.1 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.

8.2 PROPOSAL (BID) SECURITY

THIS ITEM IS NOT APPLICABLE TO THIS RFP

8.3 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.

8.4 **SUBSTITUTION FOR NAME BRANDS**

The proposer must attach detailed information concerning deviations from any name brands specified in the RFP and explain in detail how the substitution compares with the name brand's specifications. The Town in its sole discretion shall decide whether the substitution is acceptable.

8.5 **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.

8.6 **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.

8.7 **PERFORMANCE 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.

8.8 **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.

8.9 **AWARD CRITERIA; SELECTION; CONTRACT EXECUTION**

All proposals will be publicly opened and read aloud as received on the date, at the time, 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.

9.0 **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.

9.1 **NONRESIDENT CONTRACTORS**

THIS ITEM IS NOT APPLICABLE TO THIS RFP

9.2 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.

9.3 NON COLLUSION AFFIDAVIT

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

9.4 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 Standard Instructions 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.

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.

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

The successful proposer shall not subcontract, transfer or assign all or any portion of its obligations under the Contract.

i. PREVAILING WAGES

SEE ATTACHMENT #1

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**

THIS ITEM IS NOT APPLICABLE TO THIS RFP

k. **WORKERS COMPENSATION**

THIS ITEM IS NOT APPLICABLE TO THIS RFP

l. **SAFETY**

THIS ITEM IS NOT APPLICABLE TO THIS RFP

The successful proposer and each of its permitted subcontractors shall furnish proof that each employee performing the work of a mechanic, laborer or worker under the Contract has completed a course of at least ten (10) hours in construction safety and health approved by the federal Occupational Safety and Health Administration or has completed a new miner training program approved by the Federal Mine Safety and Health Administration. Such proof shall be provided with the certified payroll submitted for the first week each such employee, mechanic, laborer, or worker begins work under the Contract.

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:

- a. **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 subcontractors 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 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.

- b. **Executive Orders.** The contract may be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgate June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgate 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, promulgate April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- c. **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.
- d. **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.

- e. **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.

- f. **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.

- g. **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.

- h. 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.)

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.

- i. 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.

- j. AMENDMENTS**

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

- k. 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.

- l. 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.

- m. 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.

n. 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
(Replacement of Town Hall Roof)

Proposal #2223-04

END OF SPECIFICATIONS

Cheshire Town Hall
84 South Main St
Cheshire, CT 06410



Construction Town Hall Roof Replacement
2223-04

August 29, 2022
Frank Gilroy
Project Consultant
Quality Assurance
Project No. 21-114-J

Cheshire Town Hall
2022 reroof project
Page 1

Work in this contract is comprised of but not limited to the installation of a **Certainteed Integrity Shingle Roof** with a SureStart Plus Warranty including 5 star protection. { +/- 18,500 sq ft.} on the Cheshire Town Hall.

Work includes:

- * Removal of an existing single layer of architectural shingles, drip and rake edge, all step flashing and any damaged or compromised counter flashing.
- * Location and replacement of 400 sq ft of plywood sheathing.
- * New custom fabricated .032 white drip and rake edge.
- * Removal and replacement of siding on steeple.
- * Leave existing copper gutters in service, with location and replacement of 30 weakened, loose or broken gutter brackets and 50 lineal feet of loose, damaged or broken leader pipes.
- * Shingle color to be determined by Cheshire DPW.

Project Procedures and Requirements

- A. This new roof installation is a Certainteed Integrity Roof System, with a Surestart Plus Warranty offering 5 Star Coverage. All bidders must provide in writing, the ability to install this type of roof system, including Select Shingle Master Applicator status and have an MSA qualified install crew. This will be verified through Certainteed.
- B. A mandatory preconstruction meeting is to be coordinated with the Public Works Dept for the Town of Cheshire and will be held on site. In attendance will be will be Public Works Officials, Roof Designer-Inspector, Roofing Company, Owner, Supervisor and Lead Mechanic. Any and all decisions regarding policies, procedures, carting locations, start and stop times, available work days, inclement weather procedures and all business that will need to be agreed upon and discussed to make this a successful project will be done at this meeting.
- C. Contractor must provide a schedule with start date and completion date. Some work in critical areas will need to be performed when the town hall is closed, on weekends. Any weekend work scheduled will need to provide notice to Public Works Dept.
- D. Submittals only required when Certainteed products are not available and new submitted product must meet or exceed ASTM Standards for the said product. Contractor must provide required certainteed submittal with new available product submittal at the same time. Any such change must be approved in writing by Town of Cheshire staff.
- E. Contractor must provide a daily email each morning to an agreed upon group of recipients stating if you are working on property, and if they need any vehicles or areas cordoned off. This will help facilitate the project flow and prevent any delays during each work day. Site parking will be limited to loading, offloading with offsite parking provided.
- F. Contractor must meet all requirements for the Town of Cheshire for reroofing projects. This includes and not limited to all required permits, prior to the commencement of work. Building permit fee will be waived.

Demolition for Roofing

- A. Remove existing shingles and accessories down to the plywood sheathing. Coordinate roof areas and work set ups with on site public works personnel and roof inspection agency. Only remove what can be replaced with new on same work day.
- B. Removal of the existing edge metal assemblies, inspect and replace any deteriorated plywood discovered during demolition process 400 sq ft included in base bid.
- C. Remove existing Ice Shield in all areas it was originally used to provide a clean smooth surface for the new roof installation.
- D. This is an active public building and work site must be maintained in a clean, neat professional manor throughout the work day. Every effort must be made to protect the building and grounds from any damage at all times. Any power equipment, motorized wheelbarrows, lifts, etc must be approved for use on building grounds.
- E. Dumpster/Carting- Any dumpster, dump truck or trailers etc must be positioned in a manor to minimize disruption of the day to day operation of the Cheshire Town Hall.
- F. Work area must be maintained safe and clean through the work day including a complete cleaning at the end of each work day, not leaving any loose dust or debris anywhere on property when workers leave at the end of the day.
- G. All work above building egress points shall be protected.

Product Requirements

- A. All materials and supplies required to complete this roofing project shall be new, and of first quality, unless otherwise specified. Do not incorporate faulty or defective materials or equipment into the work.
- B. Materials will be stored in agreed upon locations throughout the site and covered with weatherproof coverings. No material storage allowed on the roof.
- C. Contractor shall adhere to and follow all OSHA requirements for this type of project. This will include a perimeter warning system and flagging of each days work area to prevent patrons from accidentally walking into the work area.

Product Requirements Cont.

- D. Roofing Materials as stated are to be Certainteed, unless otherwise noted. This includes, Landmark Pro AR Shingles, Winterguard Ice Shield (sand), Diamond Deck Underlayment, Swiftstart starter shingles, Shadowridge Cap shingles, Shiglevent II ridge vent, 1.5” Stainless roofing nails, Stinger cap nails for securing underlayments, no staples. Copper step flashing and copper nails, copper pipe vent boots. All existing counterflashing can be left in service.
- E. Sheetmetal- drip edge o32 white aluminum custom fabricated 1.5”x 6”. Rake edge 2”x4” made of same metal. Exact sizes fabricated to optimize field conditions. All existing counterflashing is made of copper. Allow for 12 Lineal feet of copper counterflashing replacement in base bid. New tray flashing at top of roof joining flat EPDM roof to new shingle roof. Color to be determined by public works. This will be nailed on top of flat roof and flashed with EPDM cured coverstrip. It will be secured to the shingles using the yankee clip system. Isolate dissimilar metals from each other to prevent galvanic action.
- F. Roof Deck- It must be clean, level and free of existing roof materials. Fasten any existing roof deck that may be loose and not level with adjoining pieces. Locate and replace 400 sq ft of deteriorated plywood decking included in base bid. Tape all plywood seams with 3” deck tape prior to installing proper underlayments. Replacement plywood must match existing.

Installation Procedures

- A. Perform roof flashing and sheetmetal with a single installer that is licensed and approved by Certainteed and specifically authorized by same to perform roofing to obtain the specified warranty for this project.
- B. All Certainteed products must be installed in accordance with the Certainteed Shingle applicators manual (SAM). Valleys are to be “crosscut” or “California” type.
- C. There is a lightning protection system in place on this building. Every effort must be made to preserve the integrity of the system and work it into the new system without removing, damaging or altering it’s installation.
- D. There are numerous small gable return roofs which are included in this contract. All removal and installation procedures are the same.

Installation Procedures cont.....

- E. Step Flashing is 8"x8" constructed of hard copper, shop fabricated. They are to be installed over an 18" wide cut of ice shield, extending up the wall as far as will allow. Each piece will be custom fit as to not kick any shingles up out of place. They must lay flat on the roof.

The gutter system, step flashing are currently made of copper and if any or all of this is removed for any reason at all, they are the property of The Town Of Cheshire. The disposal of these materials will be discussed and approved, in writing with the Public Works Dept of the Town.

Change Order Procedures

Any and all change orders will need to be presented in writing and approved by the roof inspector and the Public Works Dept. If time allows, the inspector will verify the need and value to the project and present findings to DPW. If time does not allow for standard approval, photographs through text or email to appropriate personnel will be reviewed and immediate decision provided.

The following pages have additional images and specifications that are part of the Cheshire Town Hall Roofing Project.



This shows a gable end return roof. These small roofs are low pitched and must all be completed as part of the scope of work. There are a couple that are currently done in copper and will be left alone. Please review all the areas and plan to install new metal, drip and rake along with ensuring the top metal counterflashing is in serviceable condition or replaced. Please follow the same procedures on the main roof and thoroughly inspect the wood for any areas that may need to be replaced.



This shows the current plastic leaf protection system. Note the rusted fastening system. These protective screens are to be removed and replaced with a new, similar product. They should be applied with stainless screws of the appropriate type This is included in the base contract.



This shows an example of a tray flashing below the counter flashing on the wall return. It is fastened using the yankee clip system, non penetrating. The counter flashing can be left in service. The caulk joint on top must be cleaned, remove old caulk, prime and reseal with new color matched urethane sealant.



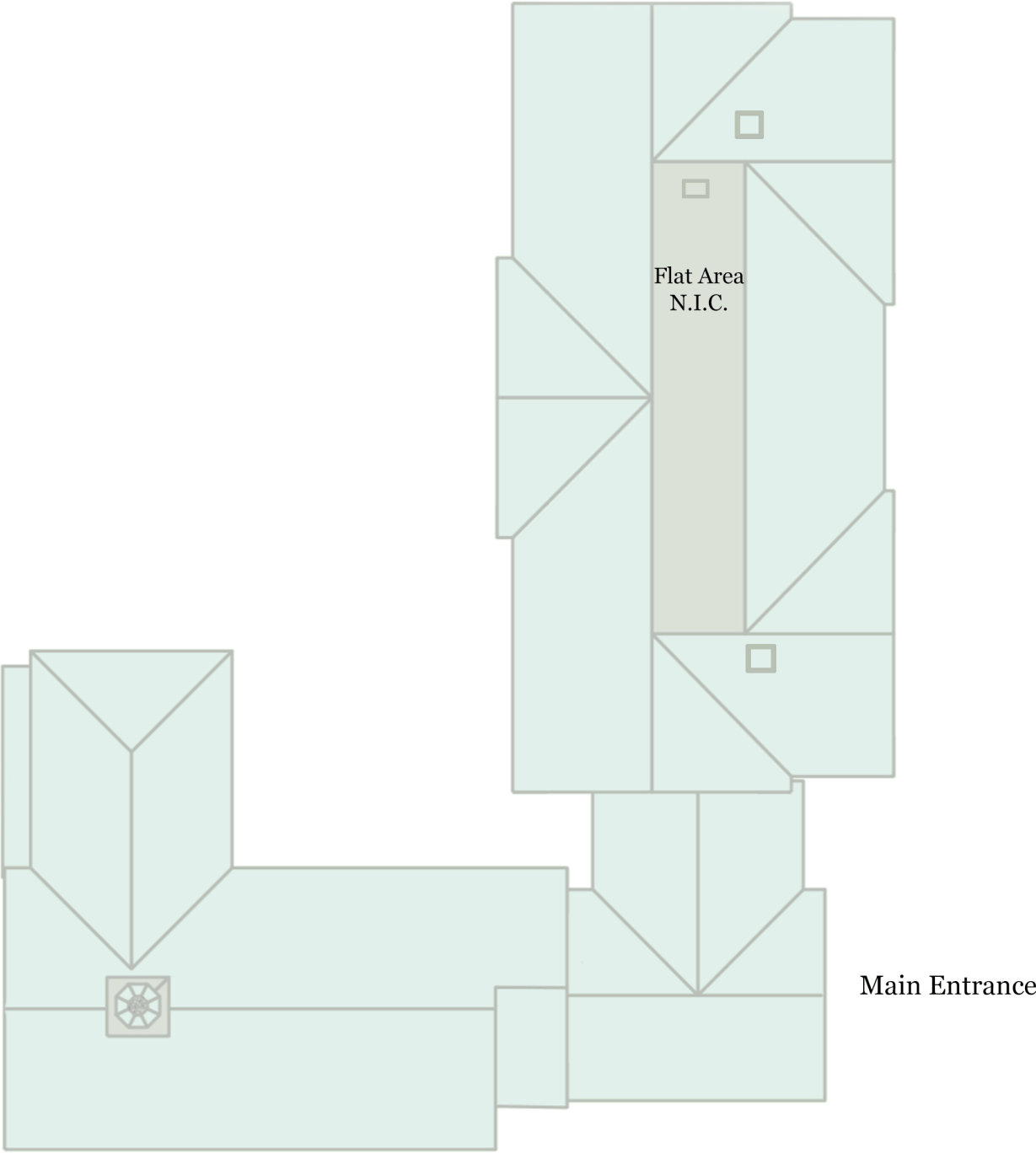
This shows the steeple/cupola. The siding below the denoted line shown by the arrows is to be removed and replaced with new, matching siding. Once removed the plywood must be verified for integrity and replaced if needed. The step and tray flashing must be set over an 18" cut of ice shield extending 8" up the wall. The metal applied over this and then the remaining wall will be covered with ice shield extending down 2" over the top of the metal as to promote proper water shedding out of the system. The new siding will then be installed 1.5" above the roof surface as to not inhibit water flow. The rest of the cupola will be examined for any additional work to prevent leakage.



This shows the copper cricket behind the chimney. They must be removed with new ice shield installed underneath. They must be inspected for integrity and reused if there is no damage.

This also shows the different ways the existing EPDM roof will have to be incorporated into the new shingle roof system. The tie into the ridge may need an extension piece of EPDM to fully extend up over the ridge. The top area where the shingles meet the EPDM must have a new custom fabricated metal tray flashing that extends down from the EPDM roof to 4" of coverage on the shingle area. It will be nailed on the perimeter wood blocking on top and using yankee clips on the shingle side. It will be stripped in using cured EPDM cover strip, caulked sealed per EPDM system manufacturers specifications.

Cheshire Town Hall 2022 Reroof Project





TOWN OF CHESHIRE, CONNECTICUT
INSURANCE REQUIREMENTS FOR
(Replacement of Town Hall Roof)

Proposal #2223-04

Vendor shall maintain in force at all times during which services are to be performed by vendor, or such longer period as provided by contract, the following coverages placed with company(ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders rating according to A.M. Best's latest edition Key Rating Guide. The stated policy limits are the minimum coverage amounts required.

		(Minimum Limits)
General Liability*	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000

* The Town of Cheshire shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation to be provided. Higher limits may be required, based on the scope and nature of the services to be provided. If higher limits are required, such limits shall be identified in the Request for Proposal., as well as in the contract issued by the Town. The Town reserves the right to require additional coverages, including, without limitation, Builder's Risk insurance for construction projects and Owner's Protective Liability insurance , if desirable.

Worker's Compensation And Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

Original, completed Certificates of Insurance must be presented to the Town's Purchasing Agent prior to purchase order issuance and contract execution. Vendor agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above described policies be cancelled before the expiration date, written notice must be provided to the Town 30 days prior to cancellation. Failure to maintain required insurance coverage shall be a material default of vendor's contract with the Town.

END OF INSURANCE REQUIREMENTS

TOWN OF CHESHIRE, CONNECTICUT

PROPOSAL FORM
(Replacement of Town Hall Roof)

Proposal #2223-04

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:

(BASE BID)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of Base Bid:

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(ALTERNATE #1)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Alternate No.1** – For the provision of all materials, labor, equipment, and whatsoever else necessary to completely remove the existing gutter system and replace it with a new white aluminum gutter system with helmet style leaf protection system of equal size, including leaders:

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #1)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.1 – Cost per sheet of plywood removed and replaced above the 400 sq. ft. in base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #2)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.2 – Cost per gutter bracket beyond the included thirty (30) in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #3)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.3 – Cost per LF of leader pipe beyond 50’ included in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

(UNIT PRICE - #4)

To provide the products and/or services specified in, and upon the terms and conditions of, the RFP for the total sum of **Unit Price No.4 – Cost per LF of counter flashing beyond the 12’ included in the base bid:**

_____/100 Dollars
(write out in words)

(\$ _____) (in numbers)

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 it 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?

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.

I/we have included herein the required certified check or 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)

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."

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

(Replacement of Town Hall Roof)

Proposal #2223-04

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:

PROPOSAL NUMBER:

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

(Replacement of Town Hall Roof)

Proposal #2223-04

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 (Replacement of Town Hall Roof)

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 the ***Replacement of the Town Hall Roof***.
(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 *{Note: If the Proposal has taken any exceptions to the RFP, this provision should be amended to include specific statements about whether the Town has accepted or rejected those exceptions - whether they are contrary to or in addition to the RFP's terms. This is **critically important**, and we urge you to contact the Town Attorney for assistance on this additional required language.}* (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: *[placeholder - will vary from contract to contract]*

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: *[placeholder - will vary from contract to contract. If contract extends beyond current fiscal year, be sure to include non-appropriation language.]*

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:

Town of Cheshire, 84 South Main Street, Cheshire, CT 06410

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:

Attachment #1

**Minimum Rates and Classifications
for Building Construction**

ID#: 22-39349

**Connecticut Department of Labor
Wage and Workplace Standards**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: RFP#2223-04

Project Town: Cheshire

State#:

FAP#:

Project: Town Hall Roof Replacement

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	44.46	28.51
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15
5a) Millwrights	36.32	26.81

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.6	32.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a
Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License	44.86	26.80 + a

Required)

Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a
Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a

Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	40.1	23.40
14) Roofer (slate & tile)	40.6	23.40

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.89	41.72
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a
17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page:

www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: September 13, 2022