

TOWN OF CHESHIRE, CONNECTICUT

**REQUEST
FOR PROPOSALS**

**PAVEMENT RESTORATION, SIDEWALK
REPLACEMENT, AND ADA
CONSTRUCTION SERVICES**

RFP# 2324-26

April 16, 2024

LEGAL NOTICE

TOWN OF CHESHIRE, CONNECTICUT
REQUEST FOR PROPOSALS

PAVEMENT RESTORATION, SIDEWALK REPLACEMENT, AND ADA CONSTRUCTION SERVICES

84 South Main Street, Cheshire, CT 06410

RFP #2324-26

April 16, 2024

The Town of Cheshire is seeking competitive proposals from qualified contractors for the Town's project known as ***Pavement Restoration, Sidewalk Replacement, and ADA construction Services***. Sealed proposals are due by **11:00 AM on May 1, 2024**, at the office of Cheshire 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") may be obtained on the Town's website, www.cheshirect.org under "Businesses" / "Bids & RFPs – 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

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services

April 16, 2024

Proposal Number: #2324-26
Proposal Opening Date: May 1, 2024
Proposal Opening Time: 11:00 AM
Proposal Opening Place: Cheshire Town Hall, Room 207/209

The Town of Cheshire is seeking sealed proposals for an experienced paving and sidewalk contractor to perform repair work on Town roads and ADA compliant sidewalk and ramp improvements, principally on roads slated for the Town’s paving program. This contract also seeks unit price quotes for performing related work such as curb and driveway apron replacements and additional line items for post-paving coring and resetting and rebuilding of manholes for smoother surface transition.

One (1) original, two (2) copies, and one thumb-drive of sealed proposals must be received in the Cheshire Town Hall, Room 213 (Department of Public Works and Engineering), 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”) may be obtained on the Town's website, www.chshirect.org under “Bids and RFPs”. **Each bidder 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 must be held firm and cannot be withdrawn for sixty (60) calendar days after the opening date.

The Town reserves the right 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. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

TOWN OF CHESHIRE, CONNECTICUT

TABLE OF CONTENTS

This Request for Proposals ("RFP") includes:

- ❖ Standard Instructions to Proposers
- ❖ General Specifications
- ❖ Special Provisions
- ❖ 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
- ❖ The Contract in the form attached (***please note that by submitting a proposal, the bidder acknowledges and agrees that if awarded a contract by the Town, the successful proposer shall execute the contract provided by the Town without modification by the proposer, within five days of notice of award.***)
- ❖ Prevailing Wage Information, if applicable
- ❖ Design Plans, if any
- ❖ Addenda, if any

TOWN OF CHESHIRE, CONNECTICUT

STANDARD INSTRUCTIONS TO PROPOSERS FOR

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services

April 16, 2024

1. INTRODUCTION

The Town of Cheshire (the “Town”) is soliciting sealed proposals for ***Pavement Restoration, Sidewalk Replacement, and ADA Construction Services (RFP #2324-26)***. 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 effected by a posting on the Town’s website, www.cheshirect.org, under “Bids and RFPs.” **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

Date of Legal Notice:	April 16, 2024
Proposal Opening:	May 1, 2024, at 11:00 AM
Preliminary Notice of Award:	May 7, 2024
Contract Execution:	May 14, 2024

The Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

All documents that are a part of this Request for Proposal may be obtained on the Town’s website, www.cheshirect.org, under “Bids and RFPs.”

5. BID 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 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. 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

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

Name:	<i>Marek L. Kement, P.E., L.S.</i>
Department:	<i>Public Works and Engineering</i>
E-mail:	<u>mkement@cheshirect.org</u>
Fax:	<i>203-271-6659</i>

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 proposer no later than seven (7) business days before the proposal opening date. Questions received after the foregoing deadline will not be answered. 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 decisions regarding 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 "Bids and RFPs." **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 representative(s) 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

- 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.
- 7.7 **CLARIFICATION:** 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 limited to any of the Contract Terms contained in Section 26, below;
- If it is listed on the State of Connecticut's or United States Government (including any agency thereof) 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 arbitration and litigation matters in which the proposer or any of its principals (regardless of place of employment) has been involved within the last seven (7) 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. A failure to disclose or an inaccurate response shall, in the Town's sole discretion, be grounds for disqualification.

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 certified check of the proposer or 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 **ten (10) 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 enclosed with this RFP, the Town shall return the proposal (bid) security to the successful proposer and to all other proposers. By submitting a proposal, the proposer expressly agrees that if awarded a contract for the Project, the proposer shall, within five (5) business days of receipt of notice of award, sign the contract provided by the Town without alteration or modification by the proposer.

15. PRESUMPTION OF BIDDER'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. SUBSTITUTIONS

(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.

The Payment Bond and Performance Bond shall be provided to the Town no later than the execution of the contract and in, all cases, PRIOR to the commencement of work.

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.

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 REAL PROPERTY CONSTRUCTION CONTRACTORS

If the successful proposer is a "nonresident contractor" as defined in Conn. Gen. Stat. § 12-430(7)(A) as amended, it shall comply fully with the provisions of § 12-430(7) and, prior to execution of the Contract, shall furnish the Town with a copy of the requisite certificate of compliance set forth in § 12-430(7)(E). The successful proposer agrees to 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"), from any and all taxes, interest and penalties that the State of Connecticut asserts are due with respect to the successful proposer's activities under the Contract.

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, whether or not a lawsuit or other proceeding is commenced, which obligations shall survive the termination or expiration of the Contract.

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. MUNICIPAL PUBLIC WORKS CONTRACT REQUIREMENTS

(THIS ITEM IS NOT APPLICABLE TO THIS RFP)

27. CONTRACT TERMS

A contract template has been provided with this Request for Proposal. By submitting a proposal, the Proposer acknowledges and agrees that it will execute the contract submitted to it for execution by the Town, without alteration or modification by the Proposer, within five (5) days of receipt of notice of award. The following provisions are 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, it 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. 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/PRODUCTS

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: www.chshirect.org

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.

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. The applicable prevailing wage rates are included with this RFP.

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 commencing work on the Project, the successful proposer shall furnish to the Town (1) sufficient evidence of compliance with the workers' compensation insurance and self-insurance requirements of subsection (b) of Conn. Gen. Stat. section 31-284, and (2) a current statement from the State Treasurer that, to the best of his knowledge and belief, as of the date of the statement, the particular party was not liable to the state for any workers' compensation payments made pursuant to section 31-355. Contact the State Treasurer's Office for such statements.

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 their 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.

l. SAFETY

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.

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 Contract.

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 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.

t. COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

The successful proposer shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

u. NON-DISCRIMINATION

The successful proposer agrees to comply with Executive Order 11246, including the inclusion of the Equal Employment Opportunity Clause in every contract and purchase order entered into with subcontractors and suppliers as required by 41 CFR 60-1.4, as supplemented by the Department of Labor Regulations. No person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of the Contract. Proposers agree that contractors and subcontractors on this Project shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

v. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

The successful proposer shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

w. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

x. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

No award will be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

y. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Proposer must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Town.

z. TITLE 2 CFR 200.216

Proposer are advised that pursuant to Title 2 CFR 200.216, the prohibition on certain telecommunications and video surveillance services or equipment is applicable.

END OF STANDARD INSTRUCTIONS TO PROPOSERS

TOWN OF CHESHIRE, CONNECTICUT

GENERAL SPECIFICATIONS

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services

RFP #2324-26

DESCRIPTION:

The Town of Cheshire is seeking a qualified contractor for the restoration of defective pavement patches. This service would be required prior to extensive road surface improvements such as mill and overlay, micro surfacing, chip sealing, or crack sealing. This service would also be required upon discovery of failing patch work from construction operations within Town limits.

The Town is also seeking unit prices for upgrades to non-compliant ADA ramps located on roads that are selected for mill and pave operations, or as otherwise directed by the Town. This work includes, but is not limited to, ramp replacements, installation of new ramps, and retrofit of ADA Tactile Warning Strips to achieve compliance. In addition to the ADA Curb Ramps, the Town is seeking unit prices for the replacement of any existing sidewalk that has been deemed by Town staff for replacement.

As part of this contract, the proposer should be available to mobilize in advance of any mill and overlay operations, which typically occurs in the late-spring or early-summer. The remaining work shall be scheduled for mutually beneficial dates during the construction season. The duration of this base contract shall be two (2) years and may be extended for up to an additional two (2) years by mutual agreement between the proposer and the Town of Cheshire.

MILLING MACHINE PATCHING OPERATION:

The Town is seeking a square yard unit price (SY) for cold milling removal of defective asphalt, ranging from a 1.5" to full-depth mill on roads planned for surface treatment or defective patching by others. The proposer shall currently own milling machinery and list this equipment where indicated on the Schedule of Bid Items. Any milled area shall be repaved using HMA S0.375, or HMA S0.5 as determined by the Town Engineer, or their designee, and placed in maximum un-compacted lifts of 2.5". The contractor shall be responsible for providing any pavement restoration work in compliance with the *Town of Cheshire – Guidelines and Specifications for Public Improvements*.

SAW-CUTTING AND PAVEMENT EXCAVATION REPAIR:

Any patching done as outlined in this RFP shall be saw-cut and excavated to the standards set in the *Town of Cheshire – Guidelines and Specifications for Public Improvements*. Typically, this requires a one foot (1 FT) offset from the edge of the defective area. However, if a larger offset is required it will be outlined by engineering staff prior to repair operations. Saw-cuts shall be parallel or perpendicular to the curb line, wherever feasible. The unit cost of saw-cutting shall include asphalt removal, surface preparation and replacement.

The Contractor shall excavate to a depth below finished grade of three and one-half inches (3.5") minimum or to the depth of existing pavement whichever is greater and excavate additional unsuitable material if directed. The contractor shall place processed aggregate gravel, as required for levelling or replacement of unsuitable material, and base compaction to 95% optimum dry density. The vertical face shall be clean and completely tacked with penetrating asphalt emulsion (CRS2 asphalt emulsion or approved equal).

A minimum of three and one-half (3.5") inches of bituminous concrete (or greater if necessary to match existing thickness) in two courses in maximum un-compacted lifts of two and one-half (2.5") or more as required for thicker asphalt section. A minimum asphalt compaction of 93-95% is required and may be tested at the Town's expense. The surface of the butted joint will be sealed with asphalt emulsion per the *Town of Cheshire – Guidelines and Specifications for Public Improvements*.

PROCESSED AGGREGATE BASE:

Should it be necessary to augment or replace unsuitable material where the soil in the bottom of an excavation is unacceptable, engineering staff shall order it removed and replaced with either additional processed aggregate base, or the addition of a third course of asphalt. Excavation and base replacement shall be included in the unit prices as part of the pavement patching and sidewalk line items.

POST-MILLING ASPHALT PATCHING OF BARE-EARTH AREAS:

Occasionally the road milling operation by others exposes the underlying road base in thinly paved areas, which requires timely patching with hot mix asphalt to ensure that proper pavement thickness is attained after the final overlay. While there is usually only about one to two weeks before each road is overlaid, these dates are well established in advance for planning purposes. The Contractor will be notified of the mill and pave schedule and the work will need to be completed in a timely manner. A square yard (SY) unit cost to sawcut, excavate and patch these

areas shall be provided in the schedule of prices. The unit price shall include demolition, materials, and removal of existing material.

DRIVEWAY APRON REPLACEMENTS:

There may be occasions when the Town requests that existing aprons be saw cut and removed and be replaced due to damage or grade changes related to surface treatment operations. A square yard (SY) unit cost to perform all aspects of this work including 2" of asphalt and re-landscaping is requested. These costs shall include demolition, materials, and restoration.

An additional square yard (SY) unit cost to perform all aspects of work including 7" of Class F concrete (4000 psi) driveway aprons and re-landscaping. These costs shall also include demolition, materials, and restoration.

ADA COMPLIANT RAMPS:

The Town is seeking a square-foot (SF) price for the replacement of sidewalk ramps and tactile panels necessary to bring the ramp into compliance. Out of compliant ramps will be identified by engineering staff and shall be constructed to meet current ADA standards. The unit pricing for this work shall include the demolition, materials, and restoration of the work area. This includes, but is not limited to, backfilling, topsoil, seed or mulch, pavement patching, and limited sidewalk replacement.

The Contractor shall also provide unit pricing for the construction of new sidewalk ramps. These ramps shall be constructed in accordance with current ADA standards and shall be inspected by engineering staff prior to approval. The unit pricing for this work shall include the excavation, materials, and restoration of the work area. This includes, but is not limited to, backfilling, topsoil, seed or mulch, pavement patching, and limited sidewalk replacement.

Engineering staff shall provide the contractor with a list of roads and what pavement preservation treatment they will be receiving, along with a count of sidewalk ramps to be replaced due to said treatment. An Engineering Department representative shall review each replacement site with the Contractor's foreman, both before and during the time of installation, and must approve of the formwork and other site preparations prior to pouring of concrete.

The Contractor shall provide tactile warning pads, saw-cutting and patching of road and curbs to accommodate wings and transitions to adjoining curbs, and re-landscape all disturbed earth areas with topsoil, seed, and hay mulch. A separate price for furnishing the warning pads shall be provided in the schedule of prices.

CONCRETE SIDEWALK REPLACEMENT:

The Town is seeking a square-foot (SF) price for the replacement of its sidewalks and will follow the *Town of Cheshire – Guidelines and Specifications for Public Improvements*, as amended. This unit price shall include demolition, materials, and restoration.

MONOLITHIC SIDEWALK REPLACEMENT:

The Town is seeking a square-foot (SF) price for the replacement of its monolithic sidewalks and will follow the *Town of Cheshire – Guidelines and Specifications for Public Improvements*, as amended. This unit price shall include demolition, materials, and restoration.

RESET/REBUILD CATCH BASINS AND MANHOLES:

The unit costs of each (EA) for resetting and rebuilding these structures shall include the cost of purchase and provision of the new tops with galvanized grates, manhole frames and covers, and other parts and materials including grade rings, blocks, and asphalt patching. All materials shall be included in this unit price.

POST-PAVING CORING AND RESETTING OF MANHOLES:

Unit costs of each (EA) to core, adjust to final grade, repair, permanent patch, and joint seal around manholes are requested on the Schedule of Bid Prices form. Provision of this service is not mandatory to submit a proposal, which shall cover all other line items.

Due to recent changes in the mill and pave operations from the State of Connecticut (CT DOT), the Town of Cheshire is typically required to core the manholes on state roads after work has been completed. The Town will be responsible for the purchase and provision of the frame and cover replacements, which will be stored at the Water Treatment Plant (sewer covers) or the Public Works Garage (storm covers).

There are two separate categories for the pricing of coring. The first being for manholes located within Town-owned roads (replacement of 4" asphalt in two lifts) and the second being for work performed in State highways to meet CTDOT standards (9" asphalt replacement in four lifts).

CURB REPLACEMENT (BITUMINOUS CONCRETE AND EXTRUDED CONCRETE):

Curb removal, surface cleaning, and machine-laid replacement costs for damaged curbs as requested by town staff, is sought on a lineal-foot (LF) basis.

RESTORATION OF TOPSOIL AND TURF ESTABLISHMENT:

All work done by the Contractor shall include the restoration of the site to the original condition or better. All restoration measures shall conform to the *Town of Cheshire – Guidelines and Specifications for Public Improvements* and are subject to inspection by the Engineering Department prior to project closeout.

PROTECTION OF TRAFFIC:

The Contractor shall endeavor to complete pavement repairs started on any workday within that workday, and always conduct the work, in such a manner and in such sequence as will ensure the least practicable interference with traffic. The Town shall order suspension of the work if in the opinion of the Engineer, traffic is excessively disrupted. On roadways carrying extremely high traffic volumes, work hours shall be restricted when and where necessary to avoid rush hours conflicts, and if on State roads in accordance with D.O.T. Encroachment Permit requirements / date and time restrictions. The Contractor shall be informed of these locations and permissible operating hours prior to the commencement of work.

The Contractor shall be responsible for furnishing all traffic control, which shall include providing all necessary signs, cones, barricades, and employ certified flaggers to adequately protect the operation in accordance with established patterns except in the instances when private duty uniformed police are required on streets listed in their ordinance (see appendix), or at other locations as required by the Cheshire Legal Traffic Authority. In this instance, the Town will pay the Police Department invoices directly (unless the contractor who shall be responsible for

scheduling the private duty officers fails to cancel the support prior to 2 hours before the scheduled start time leading to unnecessary costs).

GENERAL

- (a) Prior to each mobilization, field visits of all targeted pavement, sidewalk, curb, and structure repair/replacement locations will be made between the Engineering Department and the Contractor. During this time, areas will be marked, and approximate measurements will be taken. The Contractor shall submit a cost estimate and confirm availability for project completion within a time-frame acceptable to the Town.
- (b) The Town does not guarantee a minimum amount of work and will not pay mobilization or de-mobilization costs.
- (c) For any large-scale sidewalk projects, the Town will issue a separate RFP. The Contractor is permitted to bid on these contracts.
- (d) All work shall be in accordance with the *Town of Cheshire – Guidelines and Specifications for Public Improvements*, which is available on the Town’s website, and *CT Form 818* with any conflicts encountered to be clarified by the Town Engineer.
- (e) All milled or excavated material, including, but not limited to demolished concrete, earth, and milled or broken bituminous concrete, shall become the property of the Contractor and removed from the site and their expense. The cost of such work shall be included in the unit prices in the Schedule of Bid Items. The Town garage facility shall not be used for disposal, staging, or storage.
- (f) All unit costs shall include labor, demolition (if applicable), materials, restoration of the project limits, and removal of material off-site (if applicable).
- (g) The Contractor shall be responsible for the maintenance, repair, or replacement of failed pavement or concrete sidewalk construction for a period of one (1) year from the completion of the work.

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.

The Public Improvements are available on the Town's website at: <https://www.cheshirect.org/>

CTDOT Form 818 are available electronically at: <https://portal.ct.gov/DOI/IT/ConnDOT-Publications-Manuals>

END OF GENERAL SPECIFICATIONS

THIS PAGE LEFT INTENTIONALLY BLANK

TOWN OF CHESHIRE, CONNECTICUT

INSURANCE REQUIREMENTS

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services
RFP #2324-26

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.

		(Minimum Limits)
General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$3,000,000
	Products/Completed Operations Aggregate	\$3,000,000
Auto Liability*	Combined Single Limit (Each Accident)	\$1,000,000
Umbrella* (Excess Liability)	Combined single Limit (Each Occurrence)	\$2,000,000
	Aggregate	\$3,000,000

* The Town of Cheshire shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation must be provided.

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

Workers Compensation and Employers' Liability:

- 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.

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

Original, completed Certificates of Insurance must be presented to the Town prior to Contract execution. The successful bidder 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 given to the Town thirty (30) days prior to cancellation.

END OF INSURANCE REQUIREMENTS

TOWN OF CHESHIRE, CONNECTICUT

LEGAL STATUS DISCLOSURE FORM

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services
RFP #2324-26

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

PROPOSER'S CERTIFICATION

**Concerning Equal Employment Opportunities
And Affirmative Action Policy**

***Pavement Restoration, Sidewalk Replacement, and ADA Construction Services
RFP #2324-26***

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>) and will comply with federal Executive Order 11246 (<https://www.dol.gov/agencies/ofccp/executive-order-11246/ca-11246>).
- 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

***Pavement Restoration, Sidewalk Replacement, and ADA Construction Services
RFP #2324-26***

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 bid;
- (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 bid, 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

PROPOSER'S STATEMENT OF REFERENCES

*Pavement Restoration, Sidewalk Replacement, and ADA Construction Services
RFP #2324-26*

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

Pavement Restoration, Sidewalk Replacement, and ADA Construction Services RFP #2324-26

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 **[proposal title]** (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 of Cheshire 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**) the Proposal (**Exhibit B**), and the Town's modified/customized AIA A201-2017 General Conditions, which are **both** 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:

Marek L. Kement, P.E., L.S., Town Engineer
Cheshire Town Hall – Department of Public Works & Engineering
84 South Main Street
Cheshire, CT 06410 mkement@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: _____