

REQUEST FOR PROPOSALS

Design-Build Restoration of the Auditorium Walls

Thomaston Opera House — Phase 2a

158 Main Street, Thomaston, Connecticut 06787

Issued by: Town of Thomaston

RFP Issue Date: August 20, 2026

Proposals Due: September 30, 2026

Contact for Questions:

Richard Sileo, First Selectman, rsileo@thomastonct.gov (860)283-4421

LEGAL NOTICE OF REQUEST FOR PROPOSALS

For

Design-Build Restoration of the Auditorium Walls

Thomaston Opera House — Phase 2a

THOMASTON OPERA HOUSE
158 MAIN STREET
THOMASTON, CT

1. Invitation

The Town of Thomaston is accepting sealed proposals from qualified historic restoration firms for the design and execution of decorative finish restoration of the auditorium walls of the Thomaston Opera House, 158 Main Street, Thomaston, CT. This is a design-build engagement: the selected firm (the "Design-Builder") will be responsible for developing the final decorative scheme — building on completed finishes investigations — and for executing that scheme through hand-applied plaster repair, painting, stenciling, glazing, and mural work.

The Opera House, built in 1884, is a landmark civic theater in active year-round use. The restored auditorium ceiling, completed recently in Phase 1, re-established a rich historic palette of more than eighty colors. The wall restoration described in this RFP must be designed and executed to be fully compatible with that ceiling, returning the auditorium to a unified historic character.

Only firms with demonstrated experience in historic decorative painting, stencil reconstruction, decorative plaster restoration, and mural work in landmark interiors will be considered. Minimum qualifications are set out in Section 7.

The Opera House is listed on the National Register of Historic Places, and therefore is subject to the ***Secretary of the Interior's Standards for Historic Rehabilitation***. The Design-Builder shall be familiar with these standards. The project must conform to standards set forth by the State Historic Preservation Office (SHPO).

Those interested in providing these Services, as set forth in the RFP's specifications, are invited to submit their Proposals to Richard Sileo, First Selectman, at the Thomaston Town Hall, 158 Main Street, Thomaston, CT 06787, until 3:00 pm on Wednesday, September 30, 2026. Consistent with the Town's sealed bid policy, proposals submitted after this time shall not be accepted. Each proposer must submit a sealed envelope prior to the deadline, the outside of which must be clearly marked, **"Thomaston Opera House Phase 2a - Design-Build Restoration of the Auditorium Walls"** and include the proposer's company name and address.

Any questions regarding this bid should be emailed to Richard Sileo, First Selectman, rsileo@thomastonct.gov by 3:00 P.M. Friday, September 18, 2026. To ensure consistent interpretation of certain items, and in compliance with state and municipal requirements, answers to questions the Town deems to be in the interest of all will be made available to all respondents by addendum.

The successful Proposer is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Opportunity Act of 1972, Executive Orders #3, No. 17, 11246, 11375, and 11478. Contractors shall comply with the State Statutes concerning Employment and Labor Practices, if applicable, and Section 31-53 of the Connecticut Statutes, as amended (Prevailing Wages). The successful Proposer will also be required to comply with any applicable requirements placed on the Town by the State of

Connecticut Department of Economic and Community Development and applicable historic preservation covenant(s).

The Town of Thomaston and its Agencies and Commissions is an Affirmative Action/Equal Opportunity employer. MBE/WBE and SBEs are encouraged to bid.

2. Background and Available Documentation

A comprehensive facility study completed in 2018 established a three-phase capital plan for the Opera House. The restoration of interior historic finishes falls within Phase 2 of that plan, which addresses the auditorium and front-of-house areas. The auditorium ceiling restoration has been completed; this RFP covers the walls (Phase 2a), from the cove molding down to the floor, at both the orchestra and balcony levels.

Several prior professional studies inform this project, and relevant findings will be made available to proposers upon request or at the pre-proposal site visit:

- A historic finishes study completed in 2005, which established an early basis for the restoration of the auditorium's decorative finishes.
- A restoration assessment completed in 2022 covering the auditorium's ceiling, cove, walls, proscenium, and balcony fascia, which outlined scope options and informed the phasing of the finish restoration. The ceiling portion of that scope has since been completed.
- A finishes investigation of the auditorium walls commissioned in late 2024 and completed in 2025, including paint microscopy, exploratory exposures, and evaluation of substrate and plaster conditions, with findings on original colors and stencil patterns.

Historic photographs of the auditorium are also available and document, among other features: a patterned band beneath the cove, stenciled pilaster capitals and shafts, dado bands, a polychromed metal balcony fascia, and murals flanking the proscenium set within arched decorative panels and framed by stenciled borders. The organ grille openings at the proscenium wing walls, where the historic murals were located, now house speakers; new mural work in these locations must therefore be executed on acoustically transparent panels.

No architect is engaged for this scope. The Design-Builder will carry design responsibility for the decorative scheme, subject to Owner review and written approval at defined submittal milestones. Design deliverables shall be prepared by qualified personnel and are limited to decorative finishes; no structural, mechanical, or code-related design is included in this engagement.

3. Design Intent and Basis of the Work

The following principles govern all work under this RFP and shall be reflected in every proposal:

1. All visible decorative finishes — fields, bands, stencils, polychrome trim, glazing, varnish, shellac, and metallic accents — shall be hand-applied in situ by qualified craftspeople. Spray-applied stencil patterns, vinyl films left as finish, digitally printed wall coverings, and prefabricated applied panels are not acceptable, with the sole exception of mural work expressly identified as executed off-site on acoustically transparent panels at the organ grille openings.
2. The wall palette shall be developed to coordinate with the restored historic ceiling. The proposal shall explain the proposer's method for achieving this coordination.
3. Where original evidence is fragmentary or absent (for example, the balcony soffit), the Design-Builder shall prepare new designs that are historically compatible in period, character, and palette, supported by the available documentation.

4. Finished surfaces shall read as dead-matte or low sheen, consistent with the historic distemper character of the ceiling, except where a different sheen is approved in writing for wood, metal, varnish, shellac, or metallic accent work.
5. Decorative work shall be laid out in the field from approved full-size patterns, templates, and mockups. Approved on-site mockups are required for each major finish family before production.
6. All quantities, dimensions, counts, and conditions referenced in this RFP are for pricing organization only and shall be verified in the field by the Design-Builder before final layout and production.
7. Pricing shall include everything necessary to deliver complete, finished work: design coordination, samples, mockups, templates, field layout, surface preparation within the work area, edge cut-in, blending into adjacent finishes, protection, supervision, and final touch-up.

4. Scope of Work

4.1 Investigation, Design, and Documentation

Review the prior finishes studies and historic photographs; perform whatever supplemental on-site verification the Design-Builder judges necessary; and develop a complete decorative scheme for Owner approval. Deliverables shall include digital renderings of the proposed scheme on Owner-furnished elevations, a color schedule with standard color references and paint draw-downs, full-size pattern drawings for each stencil and border, placement diagrams, and finish notes.

4.2 Plaster Survey and Repair

Conduct a hands-on plaster survey from scaffold across all wall surfaces in the work area, documenting conditions with annotated drawings and photographs. Stabilize, consolidate, and repair all visible cracks, losses, water damage, and failed prior patches, including three-coat repair where required. Existing surfaces may include distemper paint or other coatings requiring evaluation for compatibility; the Design-Builder shall identify and include appropriate isolating primers or sealers where needed for a sound, compatible finish system. Plaster shall be brought to a condition suitable to receive high-quality hand finishes; decorative painting shall not be relied upon to conceal unresolved substrate problems. The proposal shall recommend a contingency amount for the Owner to carry for concealed conditions.

4.3 Field, Trim, and Wood Finishes

Prepare and hand-finish all flat and trim surfaces per the approved scheme, including: orchestra and balcony wall fields with toning and glazing; horizontal wall bands; the mezzanine cornice in polychrome; pilaster grounds; the balcony fascia, railing ornament, and soffit ground; wainscot and cap rail with tinted topcoats; wood doors, casings, and window surrounds with shellac or varnish systems; and proscenium trim and wing-wall grounds. Surface preparation for painting following plaster repair — sanding, priming, and finish preparation — is included in this scope.

4.4 Decorative Stenciling and Ornament

Design, lay out, and hand-execute all stencil and ornamental painting, including: pilaster capital and shaft motifs; upper and lower dado registers; mural surround borders at the proscenium wing walls; a new balcony soffit stencil; and hand-painted highlight, shadow, and line work throughout. Cleaning and localized inpainting of the extant proscenium bands is included; associated plaster fills are carried under the plaster scope.

4.5 Murals

Design and execute two new murals for the proscenium wing walls, historically compatible in composition and informed by the historic photographs. Murals shall be produced off-site on acoustically transparent panels sized to the organ grille openings and installed complete, with borders integrated per Section 4.4. The design process shall include one initial concept and up to two rounds of revision based on Owner review before final approval.

4.6 Protection, Access, and Coordination

The Base Proposal shall include temporary protection of floors, seating, railings, lighting, adjacent finishes, historic organ/components, completed work, and affected circulation areas. The Design-Builder shall include all low and mobile access (baker scaffolds and similar) needed to perform work in areas reachable by such equipment. For areas beyond the reach of baker scaffold — including the proscenium and the upper side walls — the Owner will provide scaffold or lift access; the Design-Builder shall include coordination with that Owner-provided access but shall not price the access itself unless directed by addendum. The auditorium remains an active performance venue; the Design-Builder shall coordinate work windows and sequencing with the Owner.

4.7 Closeout

Provide representative before-and-after photographs of major work areas, a record set of approved color schedules and pattern drawings, and written maintenance guidance for the finished surfaces.

5. Proposal Submission Requirements

Each proposal shall contain all of the following. Incomplete proposals may be found non-responsive.

1. Firm overview: legal name, ownership, office locations, years in practice, and a statement of the firm's experience in historic decorative finish restoration.
2. Comparable projects: descriptions of at least three projects meeting the qualifications in Section 7, with photographs, project scope, contract value, completion date, and an owner reference contact for each.
3. Technical approach and work plan: a written narrative describing the proposer's process from design development through closeout — including verification of colors and patterns, coordination of the wall palette with the restored ceiling, plaster repair methodology, mockup process, field layout and hand-stenciling methods, mural design and production on acoustically transparent panels, protection, and quality control.
4. Staffing plan: names, roles, and resumes for the project manager, lead designer or conservator, site foreperson, and key decorative painting and plaster personnel, with each person's anticipated on-site involvement.
5. Cost proposal: the pricing schedule in Section 9, completed in full, with each line priced as listed. Do not combine line items.
6. Schedule: a proposed duration and sequence for each phase of the work, using the format in Section 10, assuming an on-site start in January 2027.
7. Signed acknowledgments: the signature page in Section 13, executed by an authorized officer, together with acknowledgment of all addenda.

Submit one (1) original, two (2) hard copies and one (1) electronic PDF copy to Richard Sileo, First Selectman, rsileo@thomastonct.gov no later than 3 P.M. on September 30, 2026. Late proposals will not be accepted. Questions shall be submitted in writing to Richard Sileo, First Selectman, rsileo@thomastonct.gov; answers will be issued to all proposers by addendum.

6. Evaluation and Selection

The Town of Thomaston (TOT) intends to award the Project to the lowest responsible and qualified bidding Firm as selected solely by Thomaston Board of Selectmen (BOS) which has been determined as most advantageous to the Town of Thomaston, as determined solely by the BOS.

Proposals will be evaluated by the Owner's selection committee using the criteria below. The Owner may shortlist firms for interviews, may request clarifications or best-and-final pricing, and reserves the right to reject any or all proposals, to waive informalities, and to select the proposal it judges most advantageous. Award is anticipated to be a single contract for the full scope; the Owner reserves the right to negotiate scope adjustments with the selected firm.

Criterion	Weight
Qualifications and comparable project experience	25%
Technical approach and work plan, including design methodology	25%
Cost	25%
Proposed schedule and ability to meet the project timeline	15%
Key personnel and staffing plan	10%

7. Minimum Qualifications

To be considered responsive, a proposer must demonstrate:

- At least three completed projects involving historic decorative painting or stencil reconstruction in landmark theaters, civic buildings, ecclesiastical interiors, or comparable assembly spaces.
- Experience developing new decorative scheme designs consistent with a historic style where original physical evidence is fragmentary or incomplete.
- Demonstrated capability in hand-applied stenciling, polychrome finishes, glazing, and metallic accent work.
- Demonstrated capability in decorative plaster repair, consolidation, crack repair, three-coat plaster, and finish-ready substrate preparation.
- At least one completed project involving mural design, replication, or historically compatible mural composition.
- Ability to meet the Owner's insurance requirements (see Attachment 1) and any applicable public contracting requirements.

8. Project Funding

This Phase (2a) of the project will be funded by a portion of a \$2,000,000 state bond authorization as part of the Community Investment Fund 2030 and will be administered by the State of Connecticut Department of Economic and Community Development ("CT DECD"). Phases 2b, and 2c, and 3, more structural in nature, will be bid separately from this RFP. All proposers shall adhere to the Funding Requirements (where applicable for professional services), as outlined in the Assistance Agreement between the CT DECD and the Town of Thomaston and any other requirements mandated by the State of Connecticut, DECD, the State Historic Preservation Office ("SHPO") or the Town of Thomaston.

9. Pricing Schedule

Price each item exactly as listed. Each amount shall be a complete price including labor, materials, design coordination, samples, mockups, templates, field layout, supervision, protection, overhead, and profit for that item. Stencil and ornament items (Section D) include the decorative passes only; base and field colors beneath them are carried in Section C. Quantities are approximate and shall be field-verified.

Section A — Investigation, Design & Documentation

Item	Description	Lump Sum
A-1	Design development and documentation. Review of prior finishes studies; supplemental on-site verification of colors, patterns, and conditions as the Design-Builder deems necessary; development of a complete, historically compatible decorative scheme for the auditorium walls coordinated with the restored ceiling palette; digital renderings of the proposed scheme applied to Owner-furnished elevations; color schedules with standard color references and draw-downs; full-size pattern drawings for each stencil and border; and a submittal package for Owner approval prior to production.	\$ _____

Section B — Plaster Survey & Repair

Item	Description	Lump Sum
B-1	Scaffold-level plaster condition survey of all wall surfaces within the work area, with annotated drawings and photographic record identifying cracks, delamination, prior patches, and areas requiring repair, delivered before production work begins.	\$ _____
B-2	Plaster stabilization and repair of all visible defects: consolidation, crack repair, patching of losses and water damage, removal or correction of failed prior patches, and three-coat repair where required, sufficient to receive high-quality hand-applied decorative finishes.	\$ _____
B-3	Recommended Owner contingency for concealed plaster conditions not observable during the survey (stated for the Owner's budgeting; not included in the Base Proposal total).	\$ _____

Section C — Field, Trim & Wood Finishes

Item	Description	Lump Sum
C-1	Orchestra-level wall fields: hand-applied field color with toning/glazing, prepared to receive dado stencil registers.	\$ _____
C-2	Mezzanine/balcony-level wall fields and horizontal bands (upper, mid, and lower registers): hand-applied field colors, banding, toning/glazing, and border lines per the approved scheme.	\$ _____
C-3	Cornice at mezzanine level: multi-color hand-painted polychrome treatment of molding profiles.	\$ _____
C-4	Pilaster grounds: hand-applied background finishes at all capitals and shafts, prepared to receive stencil ornament.	\$ _____

Item	Description	Lump Sum
C-5	Balcony fascia and railing: multi-color hand-painted polychrome treatment of layered trim profiles and metal ornament, including hand cut-in and highlighting per approved mockup.	\$ _____
C-6	Balcony soffit ground: new hand-applied base finish prepared to receive the decorative soffit stencil, including layout at edges, returns, penetrations, and lighting conditions.	\$ _____
C-7	Wainscot and cap rail: base color with tinted varnish/topcoat system at beadboard panels and trim.	\$ _____
C-8	Wood doors, door casings, window casings, and related wood trim: base color(s) with shellac or varnish topcoat per approved mockup.	\$ _____
C-9	Proscenium trim and wing-wall grounds: base and ground finishes at proscenium moldings and mural panel areas, coordinated with adjacent extant decorative work.	\$ _____

Section D — Decorative Stenciling & Ornament

Item	Description	Design	Production	Total
D-1	Pilaster capital ornament: multi-color hand-applied stencil with border line and hand-painted highlight and shadow passes. Approximately fourteen capitals; verify in field.	\$ _____	\$ _____	\$ _____
D-2	Pilaster shaft ornament: repeating hand-applied stencil pattern with border treatment at shaft edges and returns, at full-height and balcony-interrupted pilasters. Verify count and dimensions in field.	\$ _____	\$ _____	\$ _____
D-3	Dado ornament, upper register: repeating multi-color hand-applied stencil with border line, above wainscot. Verify linear footage in field.	\$ _____	\$ _____	\$ _____
D-4	Dado ornament, lower register: repeating multi-color hand-applied stencil with border line, above wainscot. Verify linear footage in field.	\$ _____	\$ _____	\$ _____
D-5	Mural surround, outer border: multi-color hand-applied stencil band with corner treatments and hand-painted highlight pass, at proscenium wing walls; applied over acoustic panel infill where applicable.	\$ _____	\$ _____	\$ _____
D-6	Mural surround, inner arched border: multi-color hand-applied repeating stencil band at Proscenium wing walls; applied over acoustic panel infill where applicable.	\$ _____	\$ _____	\$ _____

Item	Description	Design	Production	Total
D-7	Balcony soffit ornament: new historically compatible stencil design of up to three colors with border line and hand-painted highlight pass, applied over prepared soffit ground.	\$ _____	\$ _____	\$ _____
D-8	Proscenium bands: surface cleaning and localized inpainting at areas of repaired loss, integrated with adjacent extant decoration. (Design column not applicable.)	N/A	\$ _____	\$ _____

Section E — Murals

Item	Description	Lump Sum
E-1	Design and execution of two new historically compatible murals at the proscenium wing walls, informed by historic photographs. Murals shall be executed off-site on acoustically transparent panels installed over the organ grille openings. Include one initial concept, up to two rounds of revision based on Owner review, final design development, production artwork, and installation.	\$ _____

Base Proposal Summary

Category	Lump Sum
A — Investigation, Design & Documentation	\$ _____
B — Plaster Survey & Repair (B-1 and B-2)	\$ _____
C — Field, Trim & Wood Finishes	\$ _____
D — Decorative Stenciling & Ornament	\$ _____
E — Murals at Proscenium Wing Walls	\$ _____
TOTAL BASE PROPOSAL	\$ _____

Add Alternates

Alternate	Price
Alt. 1 – Remove existing electrical conduit and reroute below the plaster surface of the auditorium walls.	\$ _____
Alt. 2 — Historic finishes investigation of the east stairwell and vestibule, with report of findings.	\$ _____

Hourly Rates for Additional Work

Classification (fully burdened)	Rate per Hour
Decorative painter	\$ _____
Plaster craftsman	\$ _____
Designer / conservator	\$ _____

10. Proposed Project Schedule

Complete the table below. Assume Owner design reviews of up to [10] business days at each submittal milestone and an on-site start in early January 2027.

Phase	Duration	Notes / Assumptions
Design development & approvals	_____ weeks	
Mobilization & lead time	_____ weeks	
On-site production	_____ weeks	
Punch list & closeout	_____ weeks	

11. RFP Schedule

Milestone	Date
RFP issued	August 20, 2026
Mandatory pre-proposal site visit	By appointment with Owner
Deadline for written questions	September 18, 2026, 5 P.M.
Responses to questions / final addendum issued	September 23, 2026, 5 P.M.
Proposals due	September 30, 2026, 3 P.M.
Interviews with shortlisted firms (if held)	Week of September 21, 2026
Anticipated award	October 7, 2026
Anticipated on-site start	January 2027

12. General Terms and Conditions - Each proposal must abide by the following terms and conditions:

1. Availability of Funds: Any subsequent contract award associated with this RFP is contingent upon the availability of funds to the Town, from all sources, for this project. If funds are not available, any agreement resulting from this RFP shall become void and of no force and effect.

2. Cancellation of Agreement: The Town reserves the right to cancel any contract/agreement at any time, with sixty (60) days prior written notice to the contractor, should

any of the following conditions exist: funds are not appropriated by the Town, or funds made available by any other applicable source, for the continuance of this agreement; the town, through changes in its requirements, methods of operation, or program operation no longer has a need for the service.

3. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of proposers prior to award and to select and negotiate the proposed services in the best interest of the Town.

4. The Contract award will be made to the lowest responsible bidder. The Owner reserves the right to award the Contract to the lowest bidder or the bidder with the lowest combination of Base Bid and Alternates selected in any order, at the sole discretion of the Owner. The Contract will be awarded at the Owner's sole discretion.

5. The Town reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected firm or team.

6. The selected firm shall guarantee to begin to provide services at the price of the proposal within thirty (30) days of the bid award.

7. Unless otherwise stated, payment will be made within thirty (30) days of the completion of work, in an acceptable fashion, to the Town and receipt of invoice, whichever is later.

8. The Town is exempt from all sales and Federal excise taxes.

9. None of the services covered by the contract shall be assigned in full or in part, or subcontracted without prior written approval of the Town. The Town of Thomaston reserves the right to accept, reject, or demand changes to any such proposed assignment.

10. Unless otherwise specified all costs listed are firm for the term of the contract.

11. Proposal shall also mean quotation, bid, offer, qualifications/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to the RFP.

12. Bidders are required to visit the site to examine existing conditions and will be held responsible for understanding the scope of work and all conditions affecting the work. All visitors to the site must be working with a specific Bidder and have proper identification.

13. Incomplete RFP/BID proposals will be rejected.

14. RFP/BID proposals received after September 30, 2026 at 3:00 P.M. shall be rejected.

15. No binding agreement between the Town of Thomaston and any bidder shall exist until both parties have executed the written Construction Contract.

16. Should the BOS make a selection and the awarded responder fails to execute the Construction Contract, the BOS shall reserve the right to terminate negotiations and immediately move to the next responder, whose response has been determined to be the second most advantageous to the Town of Thomaston, and it is in the best interest of the Town of Thomaston to commence negotiations with this responder.

17. The General Contractor who is selected to perform this State funded project must file and receive an approved affirmative action plan by the Commission on Human Rights and

Opportunities prior to the commencement of construction. This project is therefore subject to the State set-aside goals of 25% SBE and 6.25% MBE on the entire State contract amount. The General Contractor selected to perform this State funded project is therefore encouraged to solicit bids from Subcontractors and/or Vendors who are currently certified minority owned businesses, disabled owned businesses, women owned businesses and small businesses under the Department of Administration Services' Supplier Diversity Program.

18. The successful bidder will be required to furnish 100% Performance and Payment Bond, Bid bonds or certified checks in the amount of 5% of the full bid price, Labor and material payment bonds for 100% of the contract price, as well as a certified statement of financial condition. Liquidated damages in an amount per day will be specified by the Owner.

19. No Bid shall be withdrawn for a period of one hundred and twenty (120) days subsequent to the opening of bids or until the next work day immediately following said period, if such period ends on a weekend or a State holiday, without the consent of the Owner, the Town of Thomaston.

20. All contracts entered into by the Town shall be governed by the Laws of the State of Connecticut. Any disputes shall be resolved within the venue of the State of Connecticut. Any court cause of action brought shall be made in the Superior Court for the State of Connecticut, Judicial District of Litchfield at Torrington.

21. This DECD funded project is governed in part by C.G.S. 31-53c which states, "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section [31-53](#), 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 in which such construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair project is being undertaken. Any contractor 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."

22. Each bidder must agree that it does not discriminate or permit discrimination against any persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability (unless such disability prevents performance of the work involved) in violation of state or federal law. Each bidder must certify that it is an affirmative action-equal opportunity employer.

23. Sealed RFQ/BID opening will not be public or open to Bidders. Bidders will be notified once the RFQ/BIDs have been opened, evaluated and the BOS has determined which RFQ/BID is most advantageous to the Town of Thomaston.

13. Proposer Acknowledgments and Signature

By signing below, the proposer certifies that it:

- Has examined this RFP, all addenda, the available prior studies, and the existing conditions to the extent visible at the pre-proposal site visit;
- Understands that quantities stated herein are for pricing organization only and will be field-verified before production;
- Has priced hand-applied, in-situ decorative finishes throughout, with no spray stenciling, digital printing, vinyl graphics, or prefabricated finish panels, except the mural panels expressly identified at the organ grille openings;
- Has included all design deliverables, samples, mockups, field layout, protection, and closeout documentation for each priced item; and
- Has included all labor, materials, insurance, supervision, project management, overhead, and profit required for complete work.

Firm Legal Name: _____

Authorized Signature: _____ Printed Name/Title: _____

Email: _____ Phone: _____

Date: _____ Addenda Acknowledged: _____

Attachment 1 – Insurance Requirements

TOWN OF THOMASTON: INSURANCE REQUIREMENTS

1. Indemnification and Insurance

("The Contractor") shall indemnify, defend and hold harmless the State of Connecticut, the Town of Thomaston, its officials, officers, employees and designees caused in whole or in part to the fullest extent permitted by law from and against any and all claims, suits, actions, obligations, liabilities, damages, losses or injury (including the resulting death of a person), penalties, and expenses (including reasonable attorneys' fees) to the extent arising out of the performance of this Agreement or due to the Contractor's negligence or willful misconduct or omissions of the Contractor or its employees, agents, subcontractors or representatives.

Prior to the commencement of the work, and until final completion and acceptance of the work, the Contractor shall procure and maintain the following types of insurance and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best Rating of A- (IX) or better licensed to do business in the state of Connecticut.

Evidence of insurance, with adequate limits of liability, shall be furnished to the Town. Such evidence shall be in the form of a formal certificate of insurance properly executed by a licensed representative of the participating insurers and must contain a clause granting at least thirty (30) days prior written notice to the Town of intent to affect cancellation, non-renewal, or other material change which may have an adverse effect on the policies of insurance referred to in the certificate.

The Town expressly retains the right via endorsement to recover and/or subrogate for any and all damages caused by or resulting from the products or work of the Contractor or subcontractors. Where applicable, policies shall also be endorsed to include a Waiver of Subrogation in favor of the Town, as well as name the Town and State of Connecticut as an additional insured on a primary and non-contributory basis. The Contractor must require that all subcontractors, agents, and assigns procure and maintain insurance protection comparable to that required of the Contractor including additional insured status and waiver of subrogation requirements.

In the event of a dispute with respect to contract terms and conditions, this agreement and all of its terms and conditions, including but not limited to insurance and indemnification requirements, takes precedence over all other agreements.

Limitation of liability of any form by the Contractor or subcontractors is expressly forbidden. It's expected that the Contractor will expose the full limits under their insurance policies. These are only the minimum requirements to do business with the Town.

- A. *Workers Compensation:* The Contractor shall provide workers compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease and a policy limit of \$500,000.

Such policy shall include a broad form "all states" endorsement in the event the operations require any interstate involvement as respects employers-employee relationship.

- B. *Commercial General Liability Insurance*: The Contractor shall provide commercial general liability insurance policy that includes products, operations and completed operations as follows: Bodily injury & property damage with an occurrence limit of \$1,000,000: Personal & advertising injury limit of \$1,000,000 per occurrence: General aggregate limit of \$2,000,000 (other than products and completed operations): Products and completed operations aggregate limit of \$2,000,000.
- C. *Commercial Automobile Insurance*: The Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit. Such coverage shall also include hired and non-owned automobile coverage.
- D. *Umbrella Liability Insurance*: The Contractor shall provide commercial umbrella liability with limits no less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate which shall be following form, without restriction or limitation, providing coverage over items (A), (B), (C), as noted above on a primary and non-contributory basis.

The Contractor shall not commence Work under the Contract until all insurance required has been procured and approved by the Town nor shall the Contractor allow any of its subcontractors to commence Work until comparable insurance has been procured and approved by the Town. Notwithstanding the foregoing, Contractor shall be liable for the actions and inactions of subcontractors who perform Work pursuant to this RFP and subsequent contracts.

The Contractor shall advise all their insurers of the contract provisions regarding insurance. The failure of the Contractor to notify insurers of the contract provision shall not relieve the Contractor from its insurance obligations under the Agreement. Non-fulfillment of the insurance provisions shall constitute a breach of this agreement and the Town of Thomaston retains the right to stop work until proper evidence of insurance is provided.

Signed by Contractor: _____ Title: _____

Address: _____

Date: _____

Signed by Town: _____ Title: _____

Date: _____