

Original

THE UNIVERSITY OF RHODE ISLAND
DIVISION OF ADMINISTRATION AND FINANCE



PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing

BID/PROPOSAL

COMMODITY: HEATHMAN HALL ROOF & WINDOW REPLACEMENT DATE: 6/24/2021

FORMAL BID NO. _____ PUBLIC BID NO. 101053

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 7/21/2021 TIME: 11:00 AM
Eastern Time

BUYER: XENIYA JONES/rlc Xeniya Jones SURETY REQUIRED: YES: X NO: _____

PRE-BID/PROPOSAL CONFERENCE: DATE: 6/29/2021 TIME: 10:00 AM

MANDATORY: YES: _____ NO: X

LOCATION: HEATHMAN HALL, 48 BUTTERFIELD RD.
KINGSTON, RI 02881

Questions concerning this solicitation must be received by: DATE: 7/8/2021 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: URIPurchasing@uri.edu

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all interested parties to download this information.

For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

STATEMENT REGARDING COVID-19

Effective immediately, we are suspending all in-person public bid openings until further notice.

Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

* URL: <https://univofri.webex.com/meet/uripurchasing>

No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.

COMPANY NAME: Young Developers LLC

STREET AND NUMBER: 9 Hamden Park Drive

CITY, STATE & ZIP CODE: Hamden CT 06517

Robert Rejnin, Member
Print Name and Title

203-859-5320
Telephone Number/Facsimile Number

Robert Rejnin
Signature

7/21/2021
Date

robertr@ydroofing.com
E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

Solicitation # : 101053
Solicitation Title: HEATHMAN HALL ROOF & WINDOW REPLACEMENT

BID FORM

To: University of Rhode Island, Purchasing Department
10 Tootell Road, Kingston, RI 02881

Project: Heathman Hall Roof & Window Replacement
URI Project # KC.R.HEAT.2020.001

Bidder:

Young Developers LLC

Legal name of entity

9 Hamden Park Drive, Hamden, CT 06517

Address

Robert Rejnin

Contact name

robertr@ydroofing.com

Contact email

203-859-5320

Contact telephone

888-503-2508

Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$ 1,267,000

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

One Million Two Hundred Sixty Seven Thousand Dollars

(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 101053

Solicitation Title: HEATHMAN HALL ROOF & WINDOW REPLACEMENT

• **ALLOWANCES**

The Base Bid Price ***includes*** the costs for the following Allowances as defined in Specification Section 01 2010:

- 1. Unforeseen asbestos abatement due to hidden conditions. \$ 10,000
- 2. Unforeseen masonry repairs and repointing. \$ 40,000
- 3. Concrete deck repairs under existing roofing system \$ 40,000
- 4. Unforeseen rooftop ductwork repairs \$ 40,000
- 5. Gypsum board and suspended ceiling repair due to hidden conditions. \$ 20,000
- 6. Unforeseen modifications to roof anchor system \$ 15,000

Total Base Bid Allowances: \$165,000

• **BONDS**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **ADDENDA**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated 7/12/21

Addendum No. 2, dated _____

Addendum No. 3, dated _____

2. **ALTERNATES** (*Additions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate (further defined in Specification Section 01 2010) selected.

Alternate No. 1: Remove and replace +/- 153 square feet(footprint) of standing seam metal roofing system for the entire building. Repaint existing concrete piers. Repaint +/-120 sf EIFS system. Include the following allowances in the alternate price:

- 7. Additional Unforeseen Stucco repairs for Elevations \$ 10,000
 - 8. Repair/replacement of deteriorated plywood sheathing at existing standing seam metal roof \$ 10,000
- Total Alternate Allowances: \$ 20,000

\$ 38,000

(Alternate Price *in figures* printed electronically, typed, or handwritten legibly in ink)

Thirty Eight Thousand Dollars

(Alternate Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation # : 101053
 Solicitation Title: HEATHMAN HALL ROOF & WINDOW REPLACEMENT

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
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Unit Price No. 1	Qty 1														
	Masonry Joint repointing (labor and material) per lineal foot	\$,	3	5	.	0	0

Unit Price No. 2	Qty 1														
	Stucco Repair per square foot	\$,	2	5	.	0	0

Unit Price No. 3	Qty 1													
	Plywood repair/replacement per square foot	\$,	6	.	5	0

Unit Price No. 4	Qty 1														
	Gypsum Board & Suspended Ceiling Repair per square foot	\$,	5	0	.	0	0

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of Construction August 1, 2021
- Substantial Completion..... November 12, 2021
- Final Completion..... November 24, 2021

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **One Thousand Dollars (\$1,000.00) per day.**

Solicitation # : 101053
Solicitation Title: HEATHMAN HALL ROOF & WINDOW REPLACEMENT

BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 7/21/21

BIDDER

Young Developers LLC
Name of Bidder

Robert Rejnin
Signature in ink

Robert Rejnin, Member
Printed name and title of person signing on behalf of Bidder

CR-278
Bidder's Contractor Registration Number

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Young Developers, LLC
9 Hamden Park Dr.
Hamden, CT 06517

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 North Franklin St.
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

University of Rhode Island
10 Tootell Rd STE 3
Kingston, RI 02881

BOND AMOUNT: Five percent of the total amount bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Heathman Hall Roof and Window Replacement
48 Butterfield Rd Kingston, RI 02881

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of July, 2021

(Witness)

(Witness) Teresa Bennett

(Principal)

(Title)

(Surety)

(Title)

(Seal)

(Seal)

Init.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Levinson, Todd Stein, Jeff McQuate, Individually

of Cleveland, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of March, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

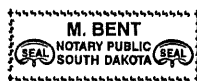
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of March, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of July, 2021



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF BUSINESS REGULATION
INSURANCE DIVISION
233 RICHMOND STREET, SUITE 233, PROVIDENCE, R.I. 02903-4233

TO WHOM IT MAY CONCERN:

The undersigned **A. Michael Marques**
Insurance Commissioner of the State of Rhode Island, hereby certifies that

Western Surety Company

of the City of **Sioux Falls** in the State of **South Dakota**
having complied with the requirements of the laws of this State relating to
insurance companies, has been duly admitted, and is fully authorized to transact,
through lawfully constituted and licensed resident agents, the business of other
liability, fidelity and surety.

insurance in said State of Rhode Island.

In Witness Whereof, I hereunto set my hand
and affix the official seal of this Department this 20th
day of **July** A.D. 2005.


Insurance Commissioner.

**Issuance of this replacement Certificate of Compliance
effectively invalidates any Certificate of Compliance
previously issued by this Division.**

This license shall be continuous, unless sooner
revoked or suspended, as provided by law.

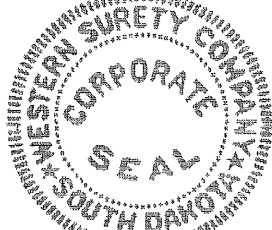
WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2020

<u>ASSETS</u>	
Bonds	\$ 1,912,532,179
Stocks	25,319,501
Cash, cash equivalents, and short-term investments	40,409,249
Receivables for securities	-
Investment income due and accrued	17,596,947
Premiums and considerations	66,346,899
Amounts recoverable from reinsurers	3,171,900
Current federal and foreign income tax recoverable and interest thereon	2,464,571
Net deferred tax asset	14,052,177
Receivable from parent, subsidiaries, and affiliates	12,599,707
Other assets	-
Total Assets	<u>\$ 2,094,493,130</u>

<u>LIABILITIES AND SURPLUS</u>	
Losses	\$ 215,792,050
Loss adjustment expense	51,323,326
Commissions payable, contingent commissions and other similar charges	10,245,562
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,169,742
Federal and foreign income taxes payable	-
Unearned premiums	256,859,522
Advance premiums	5,954,577
Ceded reinsurance premiums payable (net of ceding commissions)	977,849
Amounts withheld or retained by company for account of other	9,740,338
Provision for reinsurance	420,825
Payable to parent, subsidiaries and affiliates	2,297
Payable on security transactions	-
Other liabilities	31,467
Total Liabilities	<u>\$ 554,517,555</u>

Surplus Account:	
Common stock	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	1,255,903,739
Surplus as regards policyholders	<u>\$ 1,539,975,575</u>
Total Liabilities and Capital	<u>\$ 2,094,493,130</u>

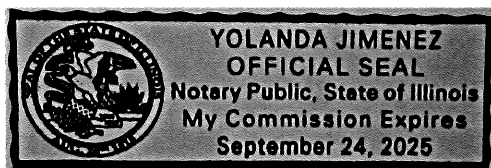
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2020, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 9 day of April 2021
My commission expires:



By Yolanda Jimenez
Notary Public

University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bid responses must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State or University locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov > Solicitation Opportunities > Other Solicitation Opportunities. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND THE UNIVERSITY OF RHODE ISLAND CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and www.ridop.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <https://www.ridop.ri.gov/rules-regulations/>

SECTION 2 - DISCLOSURES

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If Yes, then provide details below.

N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If Yes, then provide details below.

N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If Yes, then provide details below.

N 4 State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state. If Yes, then provide details below.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 4 PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

N/A

SECTION 3 - OWNERSHIP DISCLOSURE

Vendors must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

If the company is publicly held, the vendor may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the vendor; otherwise, complete ownership disclosure is required. List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Vendor, and the percentage of ownership, if any, he or she holds in the Vendor, and each intermediate parent company and the ultimate parent company of the Vendor.

Bogdan Rejnin, Managing Member of Young Developers, 9 Hamden Park Drive Hamden, CT 06517
Robert Rejnin, Member of Young Developers, 9 Hamden Park Drive Hamden, CT 06517

SECTION 4 - CERTIFICATIONS

Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

THE VENDOR CERTIFIES THAT:

Y 1 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 2 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the URI Board of Trustees as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.B any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 3 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 4 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 5 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 7 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<https://www.ridop.ri.gov/rules-regulations/>) and the Board of Governors Regulations on the URI Purchasing Website (<https://web.uri.edu/purchasing/files/BOGREG.pdf>) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 8 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

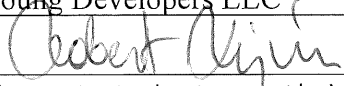
N 9 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

Y 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name; Young Developers LLC

Vendor's Signature:  Bid Number: 101053 Date: 7/21/21
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Robert Rejnin, Member
Print Name and Title of Company official signing offer



**STATE OF RHODE ISLAND
CONTRACTORS' REGISTRATION AND LICENSING
BOARD**



560 Jefferson Blvd. Warwick, RI 02886

BE IT KNOWN THAT



has met the requirements of the law and has been granted this license as a

Commercial/Industrial Roofer

IN THE STATE OF RHODE ISLAND

Registration Number

CR-278

Issue Date

March 26, 2021

Expiration Date

July 1, 2021

James Cambio
State Building Officer

Thomas E. Furey, Chair
Contractors' Registration and Licensing Board

STATE CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

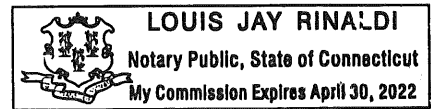
I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: Robert Rejnin Robert Rejnin

Title: Member of Young Developers

Subscribed and sworn before me this 21 day of July, 2021.

LJR
Notary Public
My commission expires: _____





**RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage**

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 101053

Bid/RFP Title: Heathman Hall Roof & Window Replacement

RIVIP Vendor ID#: 123724

Vendor Name: Young Developers LLC

Address: 9 Hamden Park Drive, Hamden, CT 06517

Telephone: 203-859-5320

Fax: 888-503-2508

E-Mail: robertr@ydroofing.com

Contact Person and Title: Robert Rejnin, Member

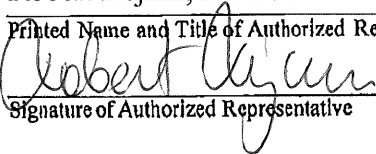
Young Developers LLC at 9 Hamden Park Drive Hamden CT 06517 (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Robert Rejnin, Member

Printed Name and Title of Authorized Representative


Signature of Authorized Representative

7/21/21

Date

Agreement Between

Roofing Contractors Association of Fairfield, Litchfield and New Haven Counties

And

United Union of Roofers, Waterproofers, and Allied Workers Association Local
No. 12

June 1, 2019 through May 31, 2023

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ARTICLE I
AGREEMENT

This Agreement is made by and between the Roofing Contractors Association of Fairfield, Litchfield and New Haven Counties, hereinafter designated as the Employers, and Local No.12 of the United Union of Roofers, Waterproofers and Allied Workers Association, hereinafter designated as the Union. This Agreement is effective June 1, 2019 and continues in full force and effect until May 31st 2023. In the event that either party prior to the termination of this Agreement does not propose a new Agreement, then this Agreement shall continue in full force and effect for one year after termination date of this Agreement.

ARTICLE II
RECOGNITION

Pursuant to election conducted by the National Labor Relations Board demonstrating that a majority of the Employers' employees performing Roofers, Waterproofers, and Allied work designate the Union as their collective bargaining representative, the Employers recognizes the Union as the National Labor Relations Act Section 9(a) exclusive bargaining representative for its Master Roofer, Journeyman and Apprentice employees. A Union Representative shall have the right to visit the shop or jobsite for the purposes of administering this Agreement.

ARTICLE III
TERRITORIAL JURISDICTION

Section 1. This Agreement shall apply to all towns in Fairfield County, plus part of New Haven County, specifically the towns of Milford, Orange, West Haven, New Haven, East Haven, North Haven, Branford, North Branford, Guilford, Madison, Hamden, Woodbridge, Ansonia, Derby, Seymour, Bethany, Beacon Falls, Oxford, Naugatuck, Prospect, Waterbury, Middlebury Union City and Southbury, plus part of Litchfield County, specifically the towns of Bridgewater, Roxbury, Woodbury, Watertown, Thomaston, Bethlehem, Washington, New Milford, Kent, Warren and Morris. The Employer agrees to assign the work in the above-described communities only to Employees covered by this Agreement.

Section 2. Where an Employer subject to this Agreement performs work outside the territorial area to which this Agreement applies, he shall give preference to men covered by this Agreement, as follows:

(a) Where he uses only one employee on the job in such outside area, then only an employee covered by this Agreement may be used.

(b) If two or more employees are used in such outside area then at least fifty (50) percent of the men so employed shall be employees covered by this Agreement.

Section 3. Each Local Union (Home Local Union) shall require any of its members working in the territory of another Local Union (Travel Local Union), whose total wage and fringe benefits are higher, to demand and receive the higher wage and fringe benefits. It shall be the duty

of each Home Local Union entering into a Collective Bargaining Agreement with any contractor to provide in such Collective Bargaining Agreement that the Employer going into the territory of a Travel Local Union to pay contributions to the Fund(s) in the Travel Union's territory where Employees are working. However, if an Employer has been paying into any of the Home Local Union funds in his territory, he shall not be obligated to pay into the Travel Local Union(s) Fund(s), unless after paying the higher wages to his employees and paying all contributions into all of the Home Local Fund(s), the total package is still below that of the Travel Local Union's territory, in which case the Employer shall be obligated to pay the difference between the total pay and benefit package into the fringe benefit funds if the home Local Union Fund(s) listed in its Collective Bargaining Agreement. When mutually agreed upon, the Employer when working outside Local 12's jurisdiction may pay the Local 12 Employees a Vacation Fund benefit and/or Supplemental Pension Fund benefit or both, and such payments shall be paid into Local 12's Vacation Fund and/or Supplemental Pension Fund on behalf of the Local 12 Members.

Section 4. Any Employer awarded work outside the Jurisdiction of this Agreement would be subject to compliance with the established 50/50 ratio of workers if available, unless contract requirements such as local resident's unemployment percentage mandate otherwise (residence clause).

ARTICLE IV **WORK JURISDICTION**

Section 1. The International Union shall be composed of and have jurisdiction over all Local Unions, and their membership composed of skilled roofers and damp and waterproof workers, including apprentices, allied workers, other classifications of workers and any person performing the duties of all safety monitoring of work performed within the jurisdiction of this Article. The work jurisdiction of this International Union shall be all roofing, dampproofing, waterproofing, weatherization systems, vapor intrusion mitigation, air barrier systems or any and all contaminants including soil products whenever the primary function of such systems or products is to prevent the intrusion or migration of moisture, vapor and other contaminants. These systems or products shall include but not be limited to all those outlined in this Article.

Section 2. Steep roofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

- (1) All slate where used for roofing of any size, shape or color, including flat or promenade slate, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make water-tight.
- (2) All tile where used for roofing of any size, shape or color, and in any manner laid including flat or promenade tile, with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make water-tight.
- (3) All shingles where used for roofing of any type, size, shape or color, and in any manner, laid with necessary metal flashing on any kind of liquid applied membranes to extend the roof life or to make water-tight.

- (4) All cementing in, on or around the said slate or tile roof.
- (5) All laying of felt, paper, membranes, ice and water shields, single component, liquid-applied, polymer-modified, monolithic air/vapor intrusion mitigation and moisture intrusion barriers or similar underlayments on sloped roof structures.
- (6) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.
- (7) All dressing, punching and cutting of all roof slate or tile.
- (8) All operation of slate cutting or punching machinery.
- (9) All substitute material taking the place of slate or tile, such as asbestos slate or tile, cement or composition or Spanish tile, composition, vinyl and wood shingles, or shakes, metal shingles and tile, or other substitute materials used on steep roofs.
- (10) All removal of slate or tile roofing as defined above when a roof is to be reapplied in their place.
- (11) All solar or photovoltaic cell-type shingles used to transform solar energy to electrical energy.
- (12) All removal of roofing including but not limited to the materials defined above when a roof is to be replaced.

Section 3. Composition roofers and waterproofers shall include in their work jurisdiction the following work processes and types of materials including but not limited to:

- (1) All organic or inorganic felts and fabrics that comprise the reinforcing membrane of built-up roofing and waterproofing systems.
- (2) All waterproofing using bituminous products whether structures are above or below grade or envelope or seamless system.
- (3) All forms of plastic, wood, slate, slag, gravel, or rock roofing, including all types of aggregates, blocks, bricks, stones, pavers, soils or any type of overburden used to ballast or protect built-up roofing systems or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
- (4) All kinds of asphalt, asphaltic, rubberized and composition roofing and waterproofing.

- (5) All base flashings, curb flashings, and counter flashings of bituminous composition used to roof or waterproof intersections of horizontal surfaces.
- (6) All components of composition roofing systems used to seal the roof, including but not limited to compression seals, termination bars, nailers, blocking, ballast of all types, walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, drain flashings, scupper flashings, flashing, roof to wall flashings, gravel guard, lath, roof cement and reinforcements, caulking and sealants.
- (7) All kinds of coal tar pitch and coal tar bitumen roofing and waterproofing.
- (8) All cleaning, preparing, priming and sealing of roof decks and surfaces that receive roofing, dampproofing, weatherization and/or waterproofing.
- (9) All rock asphalt and composition roofing.
- (10) All single-component, liquid-applied, polymer-modified, monolithic membranes.
- (11) All epoxy materials used for roofing and waterproofing.
- (12) All rock asphalt mastic when used for damp and waterproofing.
- (13) All prepared paper roofing.
- (14) All laying of felt, paper, membrane, ice and water shields, air, vapor, intrusion mitigation and moisture barriers or similar underlayments.
- (15) All mineral surfaced roofing, including 90lb., and SIS, SBS, APP and all types of modified bitumen whether nailed, mopped with bitumen, or applied with mastic, adhesive or applied with torch, heat gun, sprayer or hot air welder.
- (16) All compressed paper, chemically prepared paper, and burlap when used for roofing, or damp and waterproofing purposes, with or without coating.
- (17) All materials and substrates used on the roof deck for fireproofing or any materials used as a support, nailing surface or any means of attachment for the roofing system over the deck.
- (18) All damp resisting preparations when applied with a mop, brush, roller, swab, trowel, or spray system inside or outside of any structure.
- (19) All damp course, sheeting or coating on all foundation work.
- (20) All tarred floors.
- (21) All wood block floors that are set in and/or coated with bituminous products.
- (22) All waterproofing of shower pans and/or stalls.

(23) All laying of tile, wood block or brick, when laid in pitch, tar, asphalt mastic, marmolite, or any form of bituminous products.

(24) All lining and/or waterproofing of decks, underground vaults, reservoirs, holding ponds, water and waste treatment structures, landfills, fountains, planter boxes, tunnels, bridges, plaza areas and similar structures regardless of the material being used.

(25) All forms of insulation used as a part of or in connection with roofing, waterproofing or dampproofing, including but not limited to thermal and/or acoustical purposes.

(26) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

(27) All forms of protection boards, walkway pads and roof treads, fleece and drainage mats and systems used in composition roofing or waterproofing to protect the membrane from damage.

(28) All types of coatings, toppings and finishes used on roofing, dampproofing, waterproofing, air, vapor intrusion mitigation and moisture intrusion barrier systems.

(29) All components of vegetative systems, including but not limited to membranes, insulations, drainage systems, filters, fleece, vegetation blankets, plantings and soils, and all types of overburden.

(30) All solar or photovoltaic cell-type structures that are used as substitutes for ballast or membrane protection.

(31) All components of these solar or photovoltaic cell-type structures that are an integral function of these systems.

(32) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.

(33) All types of material used for roofing, waterproofing, air barriers and building envelope systems.

Section 4. Composition roofers and waterproofers shall also include in their work jurisdiction the following work processes and types of materials including but not limited to:

(1) All forms of elastomeric, elasto-plastic, urethane and thermoplastic roofing systems, deck systems, both sheet and liquid applied, whether single-ply, multi-ply or seamless. These shall include but not be limited to:

- a) PVC (polyvinyl chloride systems)
- b) Butyl Rubber
- c) EPDM (ethylene propylene diene monomer)
- d) PIB (polyisobutylene)
- e) CPE (chlorinated polyethylene)
- f) CSPE (chlorosulfonated polyethylene)
- g) Modified Bitumens (rubberized asphalt or non-asphalt membranes)
- h) Neoprene
- i) NBP (nitrile alloy)
- j) EIP (ethylene interpolymers)
- k) TPO (thermoplastic polyolefins)
- l) ETFE (ethylene tetra fluoro ethylene)
- m) ECB (ethylene copolymer bitumen and anthracite dust, also known as modified or plasticized asphalts)
- n) PUMA (polyurethane methacrylate) and PMMA
- o) HDPE (high-density polyethylene/PEHD polyethylene high-density/hydrocarbon resistant membrane)
- p) Polyurethanes and Modified Polyurethanes, Polymers – modified and monolithic
- q) Cementitious Waterproofing
- r) Sodium Bentonite (clay membranes)
- s) KEE (ketone ethylene ester/molecular ethylene interpolymer)
- t) Epoxy

(2) All base flashings, curb flashings and counter flashings of elastomeric, elasto-plastic or thermo-plastic composition as outlined in Section 4(1) used to roof or waterproof intersections of horizontal surfaces.

(3) All components of elastomeric, elasto-plastic and thermo-plastic roofing systems used to seal the roof, including but not limited to, nailers, blocking, ballast of all types of walkways, reinforcements, preformed panels, protection boards, plaza pavers, expansion joints, pitch pans, scupper flashings, drain flashings, flashing, roof to wall flashings, gravel guard, compression seals, termination bars, caulking, and sealants.

(4) All insulations applied with the above systems, whether laid dry, mechanically fastened, or attached with adhesives.

(5) All forms of composite insulations having nailable surfaces or any other means of attachment (e.g. plywood, pressboard, chipboard, drywall, or other laminates) bonded to the insulation wherever such composite insulations are used as an integral thermal insulating component of the roofing system.

(6) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect these elastomeric, elasto-plastic and thermo-plastic systems.

- (7) All solar or photovoltaic cell-type integrated roof membranes used to transform solar energy to electrical energy.
- (8) All types of aggregates, blocks, wood, bricks, stones, pavers, soils, overburdens, vegetation or units of photovoltaic cell construction used to ballast or protect Inverted Roof Membrane Assembly (IRMA) roofs or roofs of similar construction where the insulation is laid over the roof membrane.
- (9) All sealing and caulking of seams and joints on these elastomeric, elasto-plastic and thermo-plastic systems to ensure that these systems are watertight.
- (10) All liquid-type elasto-plastic and elastomeric preparations for roofing, damp or waterproofing when applied with a squeegee, trowel, roller or spray equipment, whether applied inside or outside of a building.
- (11) All sheet-type elasto-plastic, elastomeric and thermo-plastic systems, whether single or multi-ply for waterproofing, dampproofing, air-vapor intrusion mitigation and moisture intrusion barrier systems either inside or outside of any structure.
- (12) All cleaning, sand blasting, grinding, preparing, priming and sealing of sur faces to be roofed, dampproofed or waterproofed, whether done by roller, mop, swab, three-knot brush, squeegee, spray systems or any other means of application.
- (13) All types of pre-formed panels used in waterproofing (Volclay, etc.).
- (14) All applications of protection boards to prevent damage to the dampproofing or waterproofing membrane by other crafts or during backfilling operations.
- (15) All handling of roofing, damp and waterproofing materials.
- (16) All hoisting, lifting and storing of all roofing, damp and waterproofing materials.
- (17) All types of spray-in-place foams such as urethane, polyurethane, or polyisocyanurate, the machinery and equipment used to apply them, and the coatings that are applied over them.
- (18) All types of restauarants, coatings, mastics and toppings when used for roof maintenance and repairs.
- (19) All wrapping and/or coating of underground piping with bitumastic enamel or cold process, polykin tape, tape coat, or other asphaltic coatings or tapes and the preparation of surface by sand blasting or wire brushing.
- (20) All operation of jeeper or holiday detectors.
- (21) All materials laminated to roofing and/or insulation systems.

(22) All materials and substrates used on the roof deck for fireproofing or any materials used as a support or means of attachment for the roofing systems.

(23) All air vapor intrusion mitigation and moisture intrusion barriers that are applied with materials that are traditionally used on roofing, waterproofing and dampproofing systems, including but not limited to sprays, epoxies, asphaltic or asphaltum, PVC or PVC with bentonite, HDPE or HDPE with bentonite membranes and bituminous products.

(24) All components of water recapturing systems that are an integral part of roofing, dampproofing and waterproofing systems that protect against water and moisture mitigation or intrusion.

(25) All components of rooftop and subsurface water recapture or rainwater harvest systems where the primary purpose is to control and manage water run-off. This shall include but not be limited to: Environmental Passive Integrated Chamber (EPIC™) system or systems of a similar nature.

(26) All components of EPIC systems or systems of a similar nature, including, but not limited to all geomembrane, geofabrics, geotextiles, geofoam boards, EPDM liners, chambers, pans, aggregates, sands, polyethylene mesh, fillers and permeable pavers to protect these water recapture systems.

(27) All water and flood testing of roofing, damp and waterproofing systems.

(28) All maintenance, repair and inspection to all roofing, waterproofing and dampproofing systems.

Section 5. All Building Envelope Systems, including all materials and equipment used for installation of these systems.

Section 6. All protection and safeguarding of the interior or exterior contents of a structure during roofing or waterproofing applications including all materials and equipment used in these procedures. This shall include but not be limited to all project monitoring and all clean up during and after completion of project.

Section 7. All tear-off, sand blasting and/or removal of any type of roofing and waterproofing including ballast and all overburdens, all spudding, sweeping, vacuuming and/or cleanup of any and all areas of any type where a roof is to be relaid, or any cleanup of any materials on any construction site and operation of equipment such as kettles, pumps, tankers, or any heating devices that are used on roofing or waterproofing systems coming under the scope of jurisdiction as outlined in Article II.

Section 8. All substitutions, improvements, changes, modifications and/or alternatives to the jurisdiction or materials set out in this or any other Article.

Section 9. All other materials, equipment and/or applications necessary or appropriate to complete, perform or apply the processes and/or materials in this Article.

Section 10. All Gravel stop, Anchor bar edge, Coping over roofing, Sliding above roofing, Skylights, Hatches and railings, Retro drains, Gutters and leader, Metal decking, Metal roofing, Wall insulation, Snow guards, Guard Rails, Wood blocking and any other material to be installed for the purpose of securing roof, Fall protection, Davits, Traffic coating, Pavers of any material including (concrete, terra cotta, porcelain, wood), Roof protection and Roofing substrate removal and replacement.

ARTICLE V **UNION SECURITY**

Section 1. Subject to applicable law, all present employees who are members of the Local Union on the date of execution of this Agreement shall as a condition of continued employment remain in good standing, to the extent of paying the Union membership dues and/or fees uniformly required by the Union. All future employees hired into or transferred into the bargaining unit on the 8th day following the execution of this Agreement or the date of employment, whichever is later, as a condition of continued employment shall become members of the Union and remain in good standing, to the extent of paying the Union membership dues and/or fees uniformly required by the Union.

Section 2. Upon receipt of written notice from the Local Union, the Employer shall discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. The Employer upon receipt of written notice from the Union shall discharge employees who fail to maintain their Union membership in good standing. The Union agrees to indemnify, defend, and hold the Employer harmless from any claim arising from any such discharge. Membership is good standing as referred to herein mean solely the tender or payment of normal dues, initiation, and/or fees.

Section 3. Nothing in this Agreement shall require the Union to accept into membership any applicant for membership because Union membership is solely within the Union's discretion. But no employee denied membership after having made application under the same terms and conditions as generally applicable to other members shall be denied employment or suffer discrimination as a result of denial of membership.

ARTICLE VI **CHECKOFF**

Section 1. Subject to applicable law, for all employees who submit a signed, dated check-off authorization card, the Employer agrees to deduct from the pay of all employees covered by this Agreement the Union monthly membership dues and fees uniformly required, and agrees to promptly remit to the Union each month all such deductions along with a list of the employees from whom such deductions have been made and the amount deducted. Employers will be notified of any changes in Union dues.

Section 2. Working dues are 3/ ½% of the Journeyman total wage package.

Section 3. The Local Union agrees to indemnify and hold the Employer harmless from and against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE VII EMPLOYMENT

Section 1. When the Employer has need for Roofers, Waterproofers, and Allied employees the Union shall be given equal opportunity with all other sources to refer applicants for employment and shall be given at least Seventy-two (72) hour notice in advance of the time the employees are needed. Absent special circumstances to which the parties mutually agree, Foremen are first on the job, then the steward, then a ratio of at least three (3) Journeymen to one (1) Apprentice with a good faith effort to attain the ration of four (4) Journeymen to one (1) Apprentice.

Section 2. A Primary Employer with a project within Local 12's geographical jurisdiction shall give preference to applicants for employment referred through Local 12. Employers are to contact Local 12 for additional employees before inviting applicants from a Local Union outside Local 12's geographical jurisdiction.

Section 3. The Employers in selecting employees shall not discriminate against any applicant because of membership or non-membership in the Union. In all cases, however, the Employer shall give first preference in hiring and in employment to applicants and employees previously employed by the Employer provided they have not previously been discharged for just cause by the Employer, then to applicants or employees who have worked three years in the industry for Employers whose shops are located within the territorial Jurisdiction of the Union, then to residents of town and county in which the job is to be performed.

Section 4. Employers shall take specific affirmative actions, including requesting assistance from the Local Union, to insure efforts will be made to hire minorities and females for the trade, and that equal employment opportunities exist. The Employer shall maintain a working environment free of discrimination, harassment, intimidation, and coercion at all times.

Section 5. No Employer shall be permitted to work with the tools on any job but his own, except that only one Employer in each Shop shall be permitted to work with the tools.

Section 6. No Employee covered by this Agreement shall, under any circumstances, be ordered to take piecework.

Section 7. A doctor's certificate certifying that all new employees hired (excluding all present members of Local 12) are in satisfactory physical condition to perform the duties assigned to him by his Employer, shall be given to the Employer before such employees shall start work, the cost of a physical examination will be at the expense of the Employer.

Section 8. Employers from outside Local 12's geographical jurisdiction must employ at least fifty percent (50%) of their workforce from applicants referred by Local 12. Such Employers must notify Local 12 of projects awarded to them within Local 12's geographical jurisdiction along with the name and address of the project and the construction manager's or General Contactor's name and contact information at least fourteen (14) working days before the anticipated start date of the project. Such notification period is to enable such Employer the time to comply with this Section including completing any pre-employment testing of Local 12 referrals before the start of the project. Any such Employer that fails to comply with this Section shall be liable for loss work opportunity suffered by Roofers and Initiates on Local 12's out of work list in direct proportion to the suffered loss work opportunity.

Section 9. Seniority: In the event of a reduction-in-force layoffs will occur in order of seniority, the lowest senior employee laid-off first while maintaining the 4 to 1 Journeyman/Apprentice ratio. For the purposes of this section, seniority is defined as the employee's length of service with the Employer.

ARTICLE VIII
WORKDAY/HOURS/OVERTIME/SHIFT DIFFERENTIAL/BREAK/SHOWUP

Section 1. On jobs on which the Employer is a Primary Contractor with a shop within Local 12's geographical jurisdiction the workday starts at the shop unless otherwise authorized by the Employer. Times will be posted daily to all for normal travel time required to get to the job site. Each employee must report ten minutes before the designated time to receive the work assignment and travel instructions. Special arrangements for employees to report directly to the job-site or go directly home at the end of a workday may be arranged at the discretion of the Employer.

Section 2. All Employees are required to be on the roof working at the beginning of the day's work. They will work uninterrupted until the end of the day's work with a ten (10) minute coffee break in the morning and one-half hour lunch break. End of the day clean-up will be ten (10) minutes. The average length of the day's work, regardless of starting time, will normally not exceed eight (8) hours.

Section 3. Start times can be modified per a construction users request or other circumstances such as early starts due to very hot weather provided that reasonable notice is given to the Union and the employees. Eight hours shall constitute a day's work. No employee covered by this Agreement shall work more than the designated hours agreed upon in this Agreement unless ordered to do so by the Employer. The hours of work on the job shall be from 8:00 am to 12:00 noon and from 12:30pm to 4:30pm, except as otherwise provided in the Market Recovery Article.

Section 4. Overtime shall be paid on the basis of time and one-half after 8 hours work on any weekday for the months of May, June, July, August, September October & November. The remainder of the year time and one-half would be paid after 9 hours work on any weekday. No Employee may be forced to work Saturday, and it shall be at the option of the Employee. Saturday shall be paid at time and one half except as provided in the Market Recovering Article.

Section 5. An additional 10% shift differential per hour would be paid to all Journeymen for second shift or night work. Apprentices shall receive their appropriate percentage.

Section 6. A ten (10) minute coffee break shall be allowed in the morning each day, and one employee may go for the coffee.

Section 7. All employees will receive 2 two hours show-up pay when they are sent to a job and cannot work due to weather, etc. In such case, the employees are expected to do cleanup work and/or the like if available for up to the two hours they would be paid.

ARTICLE IX WAGES

Section 1. Journeymen, Foreman, Apprentice hourly wage Rates and pitch work and Junior Foreman differential hourly wage rates.

(a) **Effective June 1, 2019,** \$1.30 increase earmarked for benefits as follows:

\$1.25 Health & Welfare
\$0.03 Research & Development Fund
\$0.02 Apprenticeship Fund

Effective June 1, 2020: \$1.00 per hour increase to be earmarked between wages and/or benefits per Membership ratification in 2020.

Effective January 1, 2021: \$0.50 per hour increase to be earmarked between wages and/or benefits per Membership ratification in 2021

Effective June 1, 2021: \$1.00 per hour increase to be earmarked to wages

Effective January 1 2022: \$0.75 per hour increase to be earmarked to benefits

Effective June 1, 2022: \$1.00 per hour increase of which a minimum of \$0.50 to be earmarked for benefits

Effective January 1 2023: \$1.00 per hour increase of which a minimum of \$0.50 to be earmarked for benefits

(b) **Designated Foreman hourly wage rate:** \$43.50
\$3.50 per hour above the Journeyman rate of pay.

(c) **Apprentice graduated hourly wage scale shall be on the following basis as a percentage of the established wage rate of a composition Roofer Journeyman. The wage increase is not automatic since Apprentices must meet the prescribed requirements, duties and job knowledge. Wages will be adjusted accordingly, throughout the life of this Agreement.**

45%	Apprentice	\$18.00	per hour	0 - 400 hours
50%	Apprentice	\$20.00	per hour	401 - 1900 hours
60%	Apprentice	\$24.00	per hour	1901 - 3400 hours
70%	Apprentice	\$28.00	per hour	3401 - 4900 hours
80%	Apprentice	\$32.00	per hour	4901 - 6400 hours
90%	Apprentice	\$36.00	per hour	6401 - 7900 hours
100%	Journeyman's rate	\$40.00	per hour	

(d) One dollar fifty cents (\$1.50) per hour over scale shall be paid to employees working with pitch on any job.

(e) Junior Foreman: Job-sites that employ 12 or more Members are subject to an assistant junior foreman or competent person. The Employer designates the junior foreman or competent person and that Member is subordinate to the Foreman. The junior foreman or competent person is to assist the Foreman in coordination of materials, personal, procedural and safety matters. The junior foreman receives one dollar (\$1.00) per hour over his/her wage rate.

Section 2. All Employees must receive their wages in full once a week. In no case shall the Employer hold back more than three (3) days' wages. Wages must be paid on or before the end of the designated workday as provided herein. If paid by check, payday is no later than Thursday. In case any Employee's check is returned because of insufficient funds, Employer must pay in cash thereafter.

Section 3. All Employers are to provide Employees weekly pay receipt or stub itemizing weekly earnings, year to date earnings, hours worked, year to date hour worked, weekly mileage pay, dues deductions, federal and state deductions and such deductions year to date, as well as any other deductions.

Section 4. Should it be proven at any time that an Employer has paid his employees less than the wage herein specified, the Employer shall pay all back pay before an employee shall be permitted to work for said Employer.

ARTICLE X
TRAVEL, PARKING, BOARD JOB

Section 1. Mileage will not be paid for the first ten (10) miles on jobs. After ten (10) miles, the following travel allowance will be paid each Employee. Miles listed are from Shop to job-site.

(a) 0 - 10 miles..... \$0.00 per day	(f) 51 - 60 miles\$20.00 per day
(b) 11 - 20 miles.....\$ 5.00 per day	(g) 61 - 70 miles.....\$ 25.00 per day
(c) 21 - 30 miles.....\$10.00 per day	(h) 71 - 80 miles.....\$ 30.00 per day
(d) 31 - 40 miles\$12.50 per day	(i) 81 - 90 miles.....\$ 35.00 per day
(e) 41 - 50 miles.....\$15.00 per day	(j) 91 - 100 miles.....\$ 40.00 per day

(k) Job-sites over 100 miles from Shop would be considered board jobs.

(l) The company designated driver of the company vehicle will be paid thirty cents \$0.30 per mile from the first mile. Employer to designate driver.

(m) Travel allowance for employees requested or expected to provide their own transportation would receive the federally recognized rate per mile, from their home shop to the job-site and back to their home shop. Out of town Contractors shall pay in the same manor round trip from the Union Hall to the job-site and back to the Union Hall. Any additional travel requested by the out of town employer would be paid in accordance with this article as well.

(n) This in no way will mandate an Employee to provide his own transportation to or from any job-site, except as provided herein on board jobs. An Employee will not be discriminated against for continued Employment for refusing to provide his own transportation. The responsibility to supply transportation would remain with the Employer. An Employee might volunteer to take his own vehicle to the job without reimbursement if authorized by the Employer.

Section 2. Employers shall pay for any parking expenses incurred by employees for the purpose of work related parking. Employees who take their own vehicles to any job-site for their own convenience will not be compensated for parking expenses.

Section 3. All Employees covered by this Agreement may, from time to time, be required to stay on a Board job. The Employee shall receive the same amount of Board money regardless of whether or not he is a Journeyman or an Apprentice. The Board Cost shall be agreed upon on a job-to job basis depending upon the expense of living in a particular geographic location. The Employee shall be responsible for his own transportation to and from the geographic location. In addition to lodging the Employer shall pay \$30.00 per employee per day meal allowance, payment shall be made in advance at the discretion of the Employer. The Employee shall be entitled to travel to the job site at the start of the job and travel home from the job site at the completion of the job in accordance with the travel allowance established earlier.

ARTICLE XI HOLIDAYS

Section 1. There shall be no work on New Year's Day, Memorial Day, Fourth of July, Labor Day and Christmas Day. July Fourth, Labor Day and Christmas Day shall be paid holidays. U.S. Armed Forces Veterans shall receive time and one half pay when working on Veteran's Day. Any employee who has worked under this Contract fifteen (15) days prior to paid holidays, provided he does not quit the job of his own accord, will be eligible for paid holiday.

(a) Any visiting Employer from outside Local 12's Jurisdiction would not be entitled to implement the 15 day rule and must pay all Employees (Local 12 & their Home Local Employees) the established Holiday pay, on job-sites that work through the paid holidays mentioned.

Section 2. Sundays and the Federally recognized Holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at double time rate. Any employee working on paid holidays would receive double time plus holiday pay.

ARTICLE XII
WORKERS' COMPENSATION, UNEMPLOYMENT COMPENSATION

Section 1. All Employers must carry Unemployment and Workers' Compensation Insurance. Upon request, the Union shall receive a copy of the certificate of coverage from the Employer. An Employer's failure to provide such certification upon the Union's request shall be grounds for the Union to remove all employees from such employer until such coverage is in place.

Section 2. Any Employee injured during the course work is required to notify the Foreman or Supervisor immediately upon receiving the injury. A proper insurance form should be made out on the same day whenever humanly possible. The employee should call the Employer the next day to indicate the extent of the injury and the probable length of disability if it can be anticipated. Close cooperation between the Employer and employee should be maintained during any convalescent period for job related accidents. Every effort to return to work must be made.

Section 3. If an Employee is injured on the job, he shall be paid full wages for the day only if attended by a M.D. and is not eligible to return to work based upon his medical condition.

ARTICLE XIII
SAFETY

Section 1. Each Employee is required to attend all safety classes and programs that the Employer may deem necessary during his employment. Each Employee is obligated to pay strict attention to all safety means and methods that are recommended by the Employer. Each Employee is required to be aware of OSHA regulations and abide by the same.

Section 2. Employer may establish and implement pre-employment physicals including drug testing consistent with the law. Contractors that require pre-employment physicals will do so in a non-discriminatory manner. There will be no random drug testing unless required by law.

Section 3. Two employees shall be required on a ladder thirty-two feet and over.

Section 4. Where appropriate, i.e., hot tar job, an Employee must wear adequate clothes over his body to protect him from burns.

Section 5. No Journeyman Roofer shall be compelled to carry stock to and from the job in his own car.

Section 6. All buildings where slate, tile, asbestos or asphalt shingles is to be applied, must be furnished with a suitable eave scaffolding.

Section 7. Transportation to and from the job must not be in open truck but in closed or covered truck.

Section 8. Employer is to furnish coveralls and gloves for men working on spraying jobs.

ARTICLE XIV APPRENTICES

Section 1. Signatory Employers are expected to adhere to a minimum of one Journeyman to one Apprentice on prevailing rate job-sites, no limit shall exist on the number of Journeyman on any job-site. Employers are expected to employ 3 Journeyman to 1 Apprentice, assuming qualified Journeyman are available. As work slows down Employers shall dole out work adhering to a minimum 3 Journeyman to one Apprentice ratio, with a lay-off goal of 4 to 1.

Section 2. No Apprentice shall be allowed or required to dress or lay any slate or tile or asbestos, except as provided in attached list of prescribed Apprentice training requirements.

Section 3. A program of schooling for Apprentices shall be initiated and supervised by the So. CT. Dist. Roofers Local 12 J.A.T.C. On-the-job training will be in effect for hands-on training.

(a) An Apprentice Card shall be carried by all Apprentices reporting to new Employers signed by the previous Employer and Business Representative denoting hours attained and the rate of his pay.

(b) An Apprentice shall be paid in accordance with Article IX, Section (c), herein, except that the Apprentice shall not be entitled to the increase in wages set forth therein unless he has a record of 90% attendance at work, when work is available, and has learned the appropriate schedule of work required for each increment of increase in wages. The Employer shall determine this based upon work reports. Upon reaching the seventy (70%) percent level of Apprenticeship, all additional increases shall be upon approval of the J.A.T.C. Board and the Employer based on a verbal or written examination.

(c) Apprentice school reports should be sent to the Employer with a report on attendance and the report on the Employee's efficiency.

(d) Apprentices working for at least four (4) weeks will provide and maintain the basic tools of the trade including tape measure, chalk-line, roller, scissors, pouch, razor knife, insulation saw, trowel and hammer.

Section 4. Administration Industry and Apprentice Training Fund. As of January 1st 2019, the Employer agrees to contribute sixty-nine cents \$0.69 per hour worked per each Employee toward an Administration, Industry and Apprentice Training Fund and shall remit this monthly together with a list of Employees for whom deductions are being made, to the So. CT. District Roofer's Local 12 J.A.T.C. Trust Fund to be administered by the trustees of the Apprentice Training Program.

ARTICLE XV
HEALTH-WELFARE & VACATION FUNDS

Section 1. Health & Welfare Fund.

(a) The Employer agrees to contribute the sum of ten dollars \$10.00 per hour for each hour worked by each Journeyman, which shall be remitted monthly to the Health and Welfare Fund Administrator, who shall deposit such contributions in a Trust Fund Account to be used for a Health and Welfare Insurance Program administered by an Administrator appointed by the Trustees of the Fund. Apprentice rates per hour are as follows:

90% Apprentice	\$9.00 per hour
80% Apprentice	\$8.00 per hour
70% Apprentice	\$7.00 per hour
60% Apprentice	\$6.00 per hour
50% Apprentice	\$5.00 per hour
45% Apprentice	\$4.50 per hour

All Apprentices receive the Journeyman rate \$10.00 per hour on Prevailing Rate Job-Sites located in Connecticut.

(b) The Employer agrees to be bound by all terms, conditions, and the obligations of the Trust Agreement creating the Fund, and such rules and regulations under which the Fund is administered. Payment to the Fund shall be made monthly directly to the designated Representative, together with a list of Employees, for whom contributions are being made, a copy of which shall be sent to the Fund Administrator. All contributions to the Trust Fund shall be due on or before the fifteenth (15th) day of the month following the month of employment in which contributions are earned. If an Employer is late making contribution payments beyond two (2) months from the due date, the Employer will be subject to a penalty of seven percent (7%) interest on all such delinquent contributions. The Union may take such steps as it deems necessary to collect the money due the Fund from delinquent Employers; and if it elects to sue a delinquent, the Employer shall be liable for all costs of collection including attorney's fees incurred by the Union and liquidated damages of 10% of the total amount due by the Employer. Any Employer who has once failed to make payments, herein as agreed, would be subject to posting a bond satisfactory to the Business Manager of Local 12. Any Employer that is late making contribution payments beyond three (3) months would be required to post a one hundred thousand dollar (\$100,000.00) bond. If the Employer feels that the bond requirements of the Business Representative are unreasonable, said Employer may apply for relief to the Trustees of the Welfare Fund whose decision will be final.

Section 2. Vacation Fund.

(a) The Employer agrees to contribute the sum of Seven Dollars (\$7.00) per hour for each hour worked by each Journeyman, which shall be remitted monthly to the Vacation Fund Administrator, who shall deposit such contributions in a Trust Fund Account to be used to provide vacation benefits to participants. Apprentice rates per hour are as follows:

90% Apprentice \$5.14 per hour
80% Apprentice \$5.26 per hour
70% Apprentice \$4.20 per hour
60% Apprentice \$4.20 per hour
50% Apprentice \$3.50 per hour
45% Apprentice \$0.00 per hour

(b) The Employer agrees to be bound by all terms, conditions, and the obligations of the Trust Agreement creating the Vacation Fund, and such rules and regulations under which the Fund is administered. All contributions to the Trust Fund shall be due on or before the fifteenth (15th) day of the month following the month of employment in which contributions are earned. Payment to the Fund shall be made monthly directly to the designated Representative, together with a list of Employees, for whom contributions are being made, a copy of which shall be sent to the Fund Administrator. If an Employer is late making contribution payments beyond two (2) months from the due date, the Employer will be subject to a penalty of seven percent (7%) interest on all such delinquent contributions. The Union may take such steps as it deems necessary to collect the money due the Fund from delinquent Employers; and if it elects to sue a delinquent, the Employer shall be liable for all costs of collection including attorney's fees incurred by the Union and liquidated damages of ten (10%) of the total amount due by the Employer. Any Employer who has once failed to make payments, herein as agreed, would be subject to posting a bond satisfactory to the Business Manager of Local 12. Any Employer that is late making contribution payments beyond three (3) months would be required to post a one hundred thousand dollar (\$100,000.00) bond. If the Employer feels that the bond requirements of the Business Representative are unreasonable, said Employer may apply for relief to the Trustees of the Welfare Fund whose decision will be final.

(c) As of January 1, 2019, the Employer agrees that on all operations outside the chartered territory of Local 12, the Employer shall pay the Vacation Fund benefit established by collective bargaining agreements between the local roofing contractors and the local union in that jurisdiction. When mutually agreed upon with the local union, the fringe benefit package payments shall be paid into Local 12's Vacation Fund on behalf of the union member.

ARTICLE XVI
NATIONAL ROOFING INDUSTRY PENSION FUND & NATIONAL ROOFING
INDUSTRY SUPPLEMENTAL PENSION PLAN

Section 1. The National Roofing Industry Pension Fund was created pursuant to the terms of a certain Agreement and Declaration of Trust dated July 7, 1966, as thereafter amended. The Pension Fund sponsors a defined benefit pension plan and a supplemental defined contribution pension plan.

Section 2. Defined Benefit Pension Plan. The Employer shall contribute to the National Roofing Industry Pension Fund Defined Benefit Pension Plan the amount or amounts set forth below, for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the tenth (10th) day of the month following the month in which the employee hours are earned.

Section 3. Supplemental Defined Contribution Pension Plan. The Employer shall contribute to the National Roofing Industry Pension Fund Supplemental Defined Contribution Pension Plan the amount or amounts set forth below, for each hour for which the Employer is obligated to pay compensation to each employee covered by this Collective Bargaining Agreement. Such hourly contributions shall be paid commencing with the first hour of employment by the Employer, payable on or before the tenth (10th) day of the month following the month in which the employee hours are earned.

Section 4. The Employer agrees to be bound by and party to the aforesaid Agreement and Declaration of Trust and all rules and regulations covering the Defined Benefit Plan and the Supplemental Pension Plan respectively, together with all amendments thereto, The Employer hereby ratifies any action taken by the Employers authorized to designate Employer Trustees and any action taken by such Trustees, together with their successor Trustees. The Employer Trustees and successor Employer Trustees shall, with an equal number of trustees appointed by the International Union with which the Local Union is affiliated, administer the aforesaid Trust Fund and may take such action or actions and may do such things, with respect to said Fund, as is provided for in the aforesaid Agreement and Declaration of Trust and respective Benefit Plans, excluding any action which is prohibited by statute, alters the Employer's contractual obligations regarding contributions or which will divert the assets of the Trust Fund from the purposes for which said Trust Fund was created, namely the establishment of retirement benefit plans for employees in the roofing industry.

Section 5. In the event the Employer shall fail to pay the contributions required under any Section of this Article or otherwise fail to comply with the terms of this Article or the rules and regulations adopted by the Trustees of the said Trust, the Union, upon notice from said Trust Fund, may forthwith withdraw employees from said Employer or utilize other measures available to it until such breach is cured, without first resorting to arbitration or grievance procedures. Such remedy shall be in addition to any other remedies available to the Union or the Trustees of the Trust Fund. If employees are withdrawn from the Employer in order to collect such contributions,

such employees shall be paid for lost time up to sixteen (16) hours; provided, however, that the Local Union shall have first given the Employer and the employees five (5) days' notice, by certified mail, of its intention to withdraw such employees.

Section 6. All contributions to the Trust Fund shall be due on or before the tenth (10th) day of the month following the month of employment in which contributions are earned. In the event such contributions are not received by the due date, liquidated damages in the sum of ten percent (10%) of the unpaid contributions owing or unpaid by the due date shall automatically be due and payable together with interest computed at the rate of twelve (12%) per annum, and together with all costs incurred by the Trust Fund.

Section 7. (a) The Employer shall furnish to the Trustees of the Trust Fund upon request such information and reports as they may require in the performance of their duties. The Trustees or any authorized agent of the Trustees shall have the right at all reasonable times during business hours to enter upon the premises of the Employer and to examine and copy such payroll books, records, papers and reports of the Employer as may be necessary to permit the Trustees to determine whether the Employer is fully complying with the provisions covering Employer contributions. If the Employer is found to owe contributions to the Trust Fund through a regular or special audit ordered by the Trustees, the Employer shall be charged the full cost of such audit.

(b) The Trustees are hereby given the power and authority to institute legal proceedings they deem necessary to enforce compliance with the provisions of this Article. Legal fees incurred by the Trustees in enforcing compliance with this Article shall be charged to the delinquent Employer.

(c) Inasmuch as the Fund and the Benefit Plans are created for the benefit of employees and are qualified as a tax exempt employee benefit plans, the Employers shall annually furnish to the Trustees of the aforesaid Trust Fund, on dates determined by the respective Trustees, a statement showing whether (i) the Employer is a corporation and the names of all officers and directors of said Employer; or (ii) if not a corporation, a certificate stating who the sole proprietor is or who the partners are.

Section 8. The contributions required by this Article shall accrue with respect to all hours worked by any working foreman, journeyman, apprentice or for any person performing work within the collective bargaining unit covered by this Agreement, and said contributions shall accrue with respect to all hours worked by employees covered by the terms of the Agreement within or outside the geographical jurisdiction of the Union, EXCEPT when work is performed outside the Union's geographical jurisdiction where another fringe benefit fund of a similar kind exists and the Employer is contractually obligated to, and does, contribute to that fund, then the said Employer shall not be required to pay contributions to this Fund under this Article.

Section 9: Contribution Rates:

(a) The Employer shall contribute to the Trust Fund the contributions due for the National Roofing Industry Pension Plan ("NRIPP"), the National Roofing Industry Supplemental Pension Plan ("NRISPP"), and the Roofers and Waterproofers Research and Educational Joint Trust Fund.

The contributions shall be merged together on the same reporting form. The individual rates for the NRIPP, NRISPP and Roofers and Waterproofers Research and Educational Joint Trust Fund are:

(NRIPP)		(NRISPP)	
Journeyman	\$4.80 per hour	Journeyman	\$3.50 per hour
Apprentice 90%	\$4.32 per hour	90% Apprentice	\$3.15 per hour
Apprentice 80%	\$3.84 per hour	80% Apprentice	\$2.80 per hour
Apprentice 70%	\$3.36 per hour	70% Apprentice	\$2.45 per hour
Apprentice 60%	\$2.88 per hour	60% Apprentice	\$2.10 per hour
Apprentice 50%	\$2.40 per hour	50% Apprentice	\$1.75 per hour
Apprentice 45%	\$2.16 per hour	45% Apprentice	\$1.575 per hour

A payment of six cents (\$0.06) per hour is paid by the Employer for every hour worked, to the Roofers and Waterproofers Research and Educational Joint Trust Fund.

(b) Effective the 1st day of January 1st 2019, the Employer will contribute to the Trust Fund, on or before the 10th day of the month next following the month of employment for which contributions are due, the sum of:

Journeyman	\$8.36 per hour
Apprentice 90%	\$7.53 per hour
Apprentice 80%	\$6.70 per hour
Apprentice 70%	\$5.87 per hour
Apprentice 60%	\$5.04 per hour
Apprentice 50%	\$4.21 per hour
Apprentice 45%	\$3.795 per hour

All Apprentices receive the Journeyman rate \$8.36 per hour on all Prevailing Rate Job-Sites located in Connecticut.

ARTICLE XVII RESEARCH AND EDUCATIONAL JOINT TRUST FUND

Section 1. The Fund – There has been established a Trust Fund known as the Roofers and Waterproofers Research and Education Joint Trust Fund (referred to as the “Fund”).

Section 2. Employer Contributions – Effective on the date of execution, the Employer agrees to pay to the Fund the sum of Six Cents (\$0.06) for each hour, or part thereof, for which the Employer is obligated to pay compensation to each bargaining unit employee covered by and working under this agreement. The obligation to contribute shall continue during any period when a new collective bargaining agreement is being negotiated.

Section 3. Payments – The payments referred to in Section 2 above shall be made on or before the 10th day of the month following the month in which the payment determining the contribution was made or such other time(s) as shall be determined by the Trustees of the Fund.

Section 4. Employer Bound by Agreement and Declaration of Trust – The Employer agrees to be bound by the Agreement and Declaration of Trust creating the Fund and by any amendments thereto. The Employer hereby designates the present Employer Trustees as its representatives on the Board of Trustees, together with their successors, selected in the manner provided in said Agreement and Declaration of Trust, and further agrees to be bound by all action taken by said Trustees pursuant to the Agreement and Declaration of Trust, but excluding any action which is prohibited by statute or will divert the assets of the Fund from the purpose for which the Fund was created. All Trustees who are appointed by management shall be Employers who make contributions to the Funds pursuant to the contract, or full-time employees of such Employers.

Section 5. Employer Records – The Employer agrees to provide to the Trustees or their designee, during normal business hours, such information and reports as the Trustees or their Auditor may require in performance of their duties, to ascertain that contributions required under this Article have been paid correctly and in full. In any such case, the Employer will be given at least two (2) weeks advance notice of the date on which such records are to be made available. If the Employer is found by the Auditor to be delinquent by more than 5% of all contributions obligated to be made to the Fund, the Employer shall be charged with and obligated to pay the full cost of the audit.

ARTICLE XVIII **SHOP STEWARDS**

Section 1. During working hours no Union activity will occur except on breaks. The Steward will perform the work he has customarily performed in the field with his full attention and ability in order to maintain the level of productivity that is expected of him.

Section 2. The Steward will be advised of the hiring of new Employees and will receive a copy of the application paperwork sent in for each new Employee within seven (7) days of hire as provided herein.

Section 3. Behind Foremen Stewards will be the last to suffer loss work opportunity and will be the last laid-off after the Foremen, unless dismissed for just cause.

ARTICLE XIX **DISCIPLINE AND DISCHARGE**

Discipline and/or discharge of an employee shall be for just cause.

ARTICLE XX **GRIEVANCE PROCEDURE**

Section 1. Any dispute regarding the application of this Agreement shall be resolved through this grievance procedure provided that the grievance is claimed within thirty (30) days of the event(s) given rise to the grievance, or within thirty (30) days when the grievant knew or should have known of the event(s) giving rise to the grievance.

Step 1: Every effort will be made to resolve the grievance between the Employer and the grievant and such resolution will be honored provided it does not conflict with any term of this Agreement.

Step 2: In the event that the matter is not resolved at Step 1, the grieving party shall reduce the grievance to writing citing the Article of this Agreement that is claimed to have been violated along with a brief description of the event(s) giving rise to the grievance and provide the written grievance to the Employer's representative. A standing Grievance Committee of four (4) members, two from the Union and two from the Roofing Contractors Association and two alternates from each party, shall be appointed by the respective parties and shall meet when called to decide a grievance dispute. Unless postponed by mutual agreement, the Grievance Committee shall meet to hear and decide the grievance no later than one week from the date of such grievance call. No Employer directly involved in the dispute shall sit on the Committee. Either party failing to appear shall be found in default.

Section 2. In the event of a deadlock of the Grievance Committee the unresolved dispute may be claimed to arbitration through the American Dispute Resolution Center (ADRC). The Authority of the Arbitrator shall be limited to interpretation and application of the terms of this Agreement. The Arbitrator shall have no authority to add to, subtract from, or modify this Agreement. The decision and award of the arbitrator shall be final and binding upon the parties.

Section 3. The Employer and the Union shall each pay the required ADRC filing fee and shall share equally in the cost of the Arbitrator, the arbitration hearing room, and the court reporter. Each party to the arbitration shall be responsible for their own attorney cost.

Section 4. Any Employer violating this Agreement shall be liable for any wage and benefit lost that result from such breach.

Section 5. A dispute concerning the failure to pay wages or to submit appropriate contributions to the Health & Welfare Fund, Pension or other Fund provide in this Agreement shall not prevent the Union from engaging in a work stoppage in order to enforce such payments as provided in this Agreement, and the Benefit Fund(s) shall have no obligation to exhaust the grievance and arbitration procedure before initiating a collections lawsuit.

ARTICLE XXI **LABOR & MANAGEMENT COMMITTEE**

The Union agrees to participate in a Labor & Management Committee to address concerns about our industry and ways that may be mutually beneficial to regain more work.

ARTICLE XXII **MARKET RECOVERY**

Section 1. In an attempt to secure a greater share of non-union work, Local 12 and its Signatory Employer have agreed to allow the creation of Resolution #1 Work.

Section 2. Resolution #1 Work includes: Private Projects on which non-signatory contractors bid on the Roofing or Waterproofing work. Public bid prevailing rate projects are not eligible Resolution #1 Work assistance. Only "Primary Signatory Contractors" those that have a bona-fide shop within Local 12's territory can request Resolution #1 relief. However, all Contractors including out of town Contractors are entitled to the same working conditions on any job-site. The requesting Contractor shall submit the project name, address, general contractor (if any) and anticipated man hours to Local 12. Granted Resolution #1 contract modifications are as follows: Overtime shall be paid after 40 hours work per week as per Federal regulations. Time and ½ would be paid after 10 hours worked from the regular work week Monday through Friday. Employees would not be required to work past 8 hours. A Resolution #1 job-site allows for projects that are pre-scheduled for four (4) 10-hour days, to pay employees at straight time. A Saturday can be used as make-up time on Resolution #1 job-sites. Saturday work shall first be offered to the personnel that have been working on the project. An employee has the option to refuse the offer of make-up time if they have a previous commitment or do not wish to work the make-up time. If the Signatory contractor feels that the project requires greater manpower after offering the make-up time to all those working on the project previously, they may then ask other Local 12 employees to work on the project.

ARTICLE XXIII
PROTECTION OF RIGHTS

Employees shall have the right to refuse to cross any picket line and may not be disciplined or discharged for exercising this right.

ARTICLE XXIV
SUBCONTRACTING

On construction jobsite projects the Employer shall not subcontract any work of the type covered by this Agreement to be done at the site of construction except to an employer signatory to an appropriate current labor agreement with this Local Union.

ARTICLE XXV
SEPARABILITY OF VOID ILLEGAL PROVISIONS

Should any part of this Agreement be declared invalid by any court of competent jurisdiction, it shall not effect or invalidate any other part of this Agreement. Both parties shall within thirty (30) days thereafter meet and negotiate concerning the modification of substitution for such clause.

ARTICLE XXVI
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from June 1, 2019, until May 31, 2023. If at the termination of this Agreement, neither party hereto indicated otherwise in writing by notice to the other party at least sixty (60) days prior to the termination date hereof, then in such event, this Agreement shall remain in full force and effect for another year from the date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly respective officers and caused their respective signatures to be hereto affixed and attested, the day and year first written above.

LOCAL NO. 12 UNITED UNION OF
ROOFERS, WATERPOOFERS &
ALLIED WORKERS ASSOCIATION

Harold J. Davidson Jr.

ROOFING CONTRACTORS
ASSOCIATION OF FAIRFIELD,
LITCHFIELD, AND NEW HAVEN
COUNTIES

John A. Smith
