

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**Town of Vernon
Request for Proposals (RFP)**



CONTRACT #2108

**Construction Services related to On-Site Septic System
Windermere Fields**

**Date Issued: February 7, 2023
Date Proposals Due: March 9, 2023**

LATE SUBMITTALS WILL NOT BE ACCEPTED

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**Town of Vernon, CT
Request for Proposal**

Contract# 2108 Construction Services related to On-Site Septic System Windermere Fields
Legal Notice

The Town of Vernon, Connecticut is seeking proposals for construction services from licensed sub-surface installers related to the installation of a large septic system for the Windermere Fields Soccer Complex located at 60 Windermere Road, Ellington, CT. The complex as proposed has four (4) Soccer Fields, several parking areas, and two (2) buildings that will require wastewater services. The septic system has been designed by the Vernon Engineering Department and has been approved by the North Central District Department of Health and the State Health Department.

The selected contractor shall provide all labor, equipment, fuel, and expertise needed to install this sub-surface disposal system consisting of two (2) septic tanks, one grease trap, precast concrete galleries, distribution boxes, associated piping, stone backfill, and miscellaneous other elements. The Town of Vernon shall purchase and provide the materials for this installation.

Permit fees will be paid by the Town of Vernon, but the permit shall be issued under the selected contractor's license. The contractor shall coordinate their work schedule for construction staking with the Town of Vernon and inspection services with the North Central District Health Department.

Plans and specifications are available for review on the Town of Vernon website at www.vernon-ct.gov/legal-notices and the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract# 2108.

Each bidder must provide a certified check or bid bond for five percent (5%) of the bid as provided in the information for Bidders. All bonds must be from sureties listed on the most recent U.S. Treasury Circular 570.

No Bid may be withdrawn for a period of 90 days after the actual date of the opening. It is anticipated that the project award will be made on or before March 30, 2023. The allowed time of completion for work under this contract is 60 days from the notice to proceed.

Questions about this RFP should be emailed to David A. Smith, Vernon Town Engineer, at dsmith@vernon-ct.gov no later than **Thursday, February 23, 2023, at 3:30 pm**. Answers to questions received will be posted by **Tuesday, February 28, 2023**, on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract# 2108. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Three (3) copies of the proposal should be submitted in a sealed envelope, clearly marked "**BID DOCUMENT– DO NOT OPEN – CONTRACT #2108 – Construction Services related to On-Site Septic System Windermere Fields**" on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Thursday, March 9, 2023, at 10:00 am**. Emailed, faxed, or late bids will not be accepted.

Received bids will be opened publicly in person on **Thursday, March 9, 2023, at 10:00 am**. Bid results will be posted on the Town website.

This is a prevailing wage job and certified payrolls must be provided to the owner's representative. CT Commission on Human Rights and Opportunities requirements for Affirmative Action Plans and Disadvantaged Business Enterprises set-asides are likewise part of this assignment. MBEs/WBEs/SBEs are encouraged to apply.

The selected firm must meet all municipal, state, and federal AA and EEO practices and requirements. MBE's, WBE's, and SBE's are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town. Respondents must be licensed in the State of Connecticut and be in good standing to perform such services.

Confidentiality - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent permitted by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Michael J. Purcaro, Town Administrator

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and agreement forms.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Vernon Town Engineer. Any inquiry received **Thursday, February 23, 2023, at 3:30 pm** will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and when issued, will be posted by **Tuesday, February 28, 2023**, on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract# 2108. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

3. INSPECTION OF THE SITE

All bidders are encouraged to visit the site after a careful review of the plans and specifications to familiarize themselves with field conditions that might impact their bid. The complex is open to foot traffic at all times and the project location is a short walk from Windermere Ave.

4. BIDS

- a. Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.
- b. The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

Bidders shall furnish with their bids the following:

1. Bid Bond and Form of Surety Guaranty
2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Vernon)
3. Statement of Bidder's Qualifications
4. Certificate as to Corporate Principal

The information required under (1) to (4), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions, and the Specifications and Drawings.

- c. The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment Opportunity similar to that submitted by the Bidder. Approval of the subcontractor award cannot be given by the Owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification by proposed subcontractors to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

- d. The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities or accept or reject any and all bids. Any bid received after the time, date, and place specified shall not be considered. No Bidder may withdraw a bid ninety (90) days after the actual date of the opening thereof.

5. **BID GUARANTY**

- a. The bid must be accompanied by a bid guaranty in the amount of five percent (5%) of the total bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or surety company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. A certified check or bank draft must be made payable to the order of the Town of Vernon. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

- b. Revised bids submitted in the same manner as bids before the opening of the bids, , if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

6. **NON- COLLUSION AFFADAVIT**

- a. Each Bidder submitting a bid to the Town of Vernon for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.
- b. Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be noted over with the signature of the Bidder.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn in writing and received by the Town prior to the time fixed for the opening of bids. Bids may not be withdrawn and must remain in effect for ninety (90) days following bid opening, even if there are errors in a bid that are discovered after the opening.

12. AWARD OF CONTRACT; REJECTION OF BIDS

- a. If a contract is to be awarded, it will be awarded to the lowest responsible and qualified bidder. The Town of Vernon reserves the right to reject any and all bids in whole or in part or to waive any informality and non-material deficiencies in bidding if it is determined to be in the best interests of the Town of Vernon.
- b. The Town reserves the right to consider as unqualified to do the work required by these contract Documents any Bidder who does not habitually perform with their own forces at least twenty-five percent (25%) of the dollar value of the work involved in the construction of the improvements in these contract documents.

The Town will not award the contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.14U.

13. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR, AND MATERIAL PAYMENT BOND

- a. Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

- b. Having satisfied all conditions of the award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, less the amount of allowances included in the Bid Proposal, as security for the faithful performance of the contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut, and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Vernon as liquidated damages. The Town may either award the contract to the next lowest responsible bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

The successful bidder shall have no contractual rights against the Town of Vernon unless and until the Agreement has been executed by both parties. Neither the submission of a bid, including the lowest responsible bid, nor the issuance of a notice of award shall give a bidder any contractual rights against the Town of Vernon.

14. Notice to Proceed

A notice to proceed will be issued by the Town of Vernon within thirty (30) calendar days after the execution of the contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

15. Safety

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at his/her office or other well-known places at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.

16. Equal Employment Opportunity

The attention of bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

17. Taxes

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in the care of the Contractor.

18. Specifications

The State of Connecticut, Department of Health 'On-site Sewage Disposal Regulations and Technical Standards for Subsurface Sewage Disposal Systems' January 2023.

19. Contract Authority

The contracting authority for this project is the Town of Vernon. The contact person is:

Mr. Michael J. Purcaro, Town Administrator
Town of Vernon
14 Park Place, Vernon, CT 06066
(860) 870-3665 mpurcaro@vernon-ct.gov

TOWN OF VERNON CONTRACTOR'S CHECKLIST

PROJECT: Construction Services related to On-Site Septic System for Windermere Fields

The following forms are required for submittal for the above-referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the bidder's use and shall not be required for submittal.

The following forms shall be submitted in triplicate:

FORM DESCRIPTION

- _____ 1. BID PROPOSAL PAGES: page B-1 to B-3
- _____ 2. BID BOND: page F-1 to F-3
- _____ 3. CERTIFICATE AS TO CORPORATE PRINCIPAL: page F-4
- _____ 4. FORM OF SURETY GUARANTY: page F-5
- _____ 5. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER: page F-6 to F-7
- _____ 6. STATEMENT OF BIDDER'S QUALIFICATIONS: pages F-8 through F-12

BID
Construction Services related to On-Site Septic System for Windermere Fields

INSERT DATE

Michael Purcaro, Vernon Town Administrator
14 Park Place
Vernon, Connecticut 06066

Dear Mr. Purcaro:

The undersigned, having familiarized themselves with the existing conditions of the project area affecting the cost of the work and with the Contract Documents (which include Invitation to Bid, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Vernon and on file at the Office of the Town Engineer, 55 West Main Street, Vernon, Connecticut 06066, hereby proposes to furnish all machinery, tools, equipment, and services, including utility and transportation services required to install the components as supplied by the Town of Vernon, in accordance with the approved plan and in a manner that said work can be approved by the North Central District Health Department for the following all-inclusive fee:

Total Amount (in figures) _____

Total Amount (in words) _____

In submitting this Bid, the Bidder acknowledges that the Town of Vernon reserves the right to reject any and all bids, or to waive any informality in submitted bid documents.

If written notice of the acceptance of this bid is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

Signature: _____

Bid Submitted by: _____

Company Name: _____

Physical Address: _____

Mailing Address: _____

Phone Number: _____

Email address: _____

B-1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,

(Name of Principal)

as PRINCIPAL, and ____ as SURETY are held and firmly bound unto the Town of Vernon hereinafter called the "Town",

in the penal sum of _____ Dollars _____)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the principal has submitted the accompanying bid dated _____, 2023 for _____

NOW THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of same or if no period be specified within _____ days after the said opening and shall within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Town of Vernon in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the principal shall pay the Town of Vernon the difference between the amount specified in said Bid and the amount for which the Town of Vernon may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2023, the Corporate Seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to the authority of the governing body.

.....
For Sole Proprietor

(Seal)

In Presence of:

(Witness Signature)

(Individual Principal)

(Witness Signature)

(Business Address)

For Partnership:

(Seal)

In Presence of:

(Witness Signature)

(Partnership)

(Witness Signature)

(BusinessAddress)

.....
For Corporation:

Attest:

(Corporate Principal)

(Business Address)

(Affix Corporate Seal)

By: _____

Attest:

(Corporate Surety) (Business Address) (Affix Corporate Seal) _____

Countersigned:

By: _____

By: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as principal in the within bond, that _____ signed the said bond on behalf of the principal was then _____ of said Corporation; that I know the signature and the signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of the governing body.

(Title) (Corporate Seal)

(The Surety Company must append a statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut)

FORM OF SURETY GUARANTY

(To accompany Bid)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation and for other valuable consideration, the

(Name of Surety Company)

a corporation organized and existing under the laws of the State of _____
and licensed to do business in the State of Connecticut, certified and agrees, that if Contract

_____, Project Number _____, is awarded to

_____, the undersigned Corporation will execute the

(Name of Bidder)

bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection therewith.

(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

TOWN OF VERNON, CONNECTICUT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER

(including notification of outstanding financial and other obligations to the Town of Vernon)

State of _____)

) ss:

County of _____)

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative, or agent) of _____
 _____ the bidder/proposer that has submitted the attached bid/proposal;
 (Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not collusive or sham Bid/Proposal;
4. Neither the said Bidder/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Vernon or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits thereof.
7. **Check one:**
 _____ That neither this bidder/proposer nor any owner, partner, officer, representative, agent, or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Vernon nor are they a party to any entity which has any such obligations.
 _____ There are such outstanding obligations. (List all obligations on a separate sheet, indicating the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Vernon as required by State law.
9. Listing of owners, partners, officers, representatives, agents and/or affiliates

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		

(Use an additional sheet if necessary - must be on company letterhead and notarized)

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 2023.

(Title) _____

My Commission Expires _____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

STATEMENT OF BIDDER'S QUALIFICATIONS
 (To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

1. Name of Bidder: _____
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: _____
4. When Organized: _____
5. If a Corporation, where incorporated: _____ Date of Incorporation: _____
6. If other than a Corporation or Partnership, describe Organization and name the Principals:

7. Number of years engaged in construction under present firm or trade name: _____ Number of years General Contractor _____

8. Contracts on hand:
 Contract

Percent Scheduled

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Amount</u>	<u>Date</u>	<u>Complete</u>	<u>Completion</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

9. General character of work performed by your firm:

10. Percent of work normally performed with your own forces:

Trade	Percent	Trade	Percent	Trade	Percent
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

11. Have you ever failed to complete any work awarded to you? If so, where and why:

12. Have you ever defaulted on a Contract? If so, where and why:

13. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>

14. List major equipment available for this Contract:

15. Experience in work similar in importance to this project:

16. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Responsibility</u>	<u>Previous Position Years Experience</u>

17. Name and background of the superintendent who will have principal on-site responsibility for this project:

<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. List States and Categories in which your organization is legally qualified to do business:

19. Give bank and tradereferences:

<u>Bank</u>	<u>Trade</u>
_____	_____
_____	_____
_____	_____

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of contract for the project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials, and prepaid expenses), net fixed assets, and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Vernon in the verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____, 20_____

(Name of Bidder)

By: _____ Title: _____

State of _____)

County of _____) ss.

NOTICE OF AWARD

_____, being duly sworn, deposes and says that he/she is
_____ of
_____ and that he/she answers the foregoing questions and all statements therein
are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2023

Notary Public

My Commission Expires

TO: _____

PROJECT DESCRIPTION: Construction Services related to On-Site Septic System Windermere Fields

The Town of Vernon has selected your firm as the apparent low bidder to provide Construction Services related to On-Site Septic System Windermere Fields located at 60 Windermere Ave, Ellington, Connecticut in response to its advertisement for bids dated, **February 7, 2023**, in accordance with the Contract Documents.

You are hereby advised that your bid has been accepted for items in the amount of:

(Written Figures)

(\$ _____)

_____ will be authorized to proceed with this work

(Firm Name)

or service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Town Administrator of the Town of Vernon.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Vernon will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town. Dated this

_____ day of _____, 2023.

TOWN OF VERNON, CONNECTICUT

By: _____
Michael J. Purcaro, Town Administrator

ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

(Signature)

(Firm Name)

(Printed Name/Title)

on this the _____ day of _____, 2023

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we a _____ (Name of Contractor)
(Corporation, Partnership, Individual)

hereinafter called the "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held firmly bound unto the Town of Vernon, Connecticut,
hereinafter called "OWNER", in the penal sum of _____
DOLLARS

(\$ _____) in lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated
the day of _____, 2023, a copy of which is hereto attached and made a part hereof for
the construction of:

**Construction Services related to
On-Site Septic System Windermere Fields**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the original term
thereof, and any extensions thereof which may be granted by the owner, with or without notice to the
Surety, and if it shall fully indemnify and save harmless the owner from all costs and damages which it
may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense
which the Owner may incur in making good any default, then this obligation shall be void; otherwise to
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value, received hereby stipulates and agrees that no
change, extension of time, alteration, or addition to the terms of the Contract or to the work to be
performed thereunder the specifications accompanying the same shall in any ways affect its obligation on
this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023

ATTEST:

Principal

(Principal) Secretary

By: _____

(SEAL)

Address/Zip Code

Witness to Principal ATTEST:

Surety

(Surety) Secretary

By: _____

(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: The date of the bond must not be prior to the date of the Contract. If Contractor is Partnership, all Partners should execute the bond.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we a _____(Name of Contractor)
(Corporation, Partnership, Individual)

hereinafter called the "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety", are held firmly bound unto the TOWN OF Vernon, Connecticut, hereinafter called "OWNER", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

**Construction Services related to
On-Site Septic System Windermere Fields**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the owner, with or without notice to the Surety, and if it shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value, received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder the specifications accompanying the same shall in any ways affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2023.

ATTEST:

Principal

(Principal) Secretary

By: _____

(SEAL)

Address/Zip Code

Witness to Principal ATTEST:

Surety

(Surety) Secretary

By: _____

(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: The date of the bond must not be prior to the date of the Contract. If Contractor is Partnership, all Partners should execute the bond.

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)

County of _____)

ss: _____

On this _____ day of _____, 2023, before me personally came _____ to me known to be the person named in the above instrument and who being by me duly sworn, did depose and say (he/she) resides in _____, that (he/she) is the _____ of the corporation described in which is executed the above instrument; that (he/she) knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that (he/she) signed (his/her) name by like order.

Notary Public

My Commission Expires _____

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the Power-of-Attorney of the Surety Company's Attorney-in-Fact, authorized to act within the State of Connecticut.)

The foregoing bond and sureties are hereby approved.

Dated, Vernon, Connecticut _____, 20_____

Corporation Counsel, Town of Vernon

TOWN OF VERNON
CERTIFICATE OF NON-ARREARAGE

STATE OF CONNECTICUT)
) ss:
COUNTY OF)

_____ being duly sworn deposes and says that

1. He/She is the (Owner, Partner, Officer, Representative, or Agent) of _____
_____ the Bidder that has submitted the attached Bid.
2. Neither the Bidder, nor their subcontractors are in arrears to the State of Connecticut Second Injury Fund.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public

Commissioner of the Superior Court

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the TOWN OF VERNON, hereinafter called the "OWNER"

and _____ (a corporation)
of _____, County of _____ and
State of _____ hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**Construction Services related to
On-Site Septic System Windermere Fields**

including addenda thereto, dated _____
_____, being nos. _____ as further described in the Proposal for Construction
submitted by the CONTRACTOR,

dated _____ and all documents included therein by reference; hereinafter called the
"Project" for the sum of

_____ (_____)

and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Advertisement for Bids, Information for Bidders, Proposal, the General, Special and Technical Conditions for the Contract, the Plans, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof, the specifications and contract documents thereof as prepared the Vernon Engineering Department, herein entitled the ENGINEER, all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions time being of the essence. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

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IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____ TOWN OFVERNON, CONNECTICUT _____ (Corporate Seal)

BY: _____ TITLE: _____

ATTEST: _____

CONTRACTOR: _____ (Corporate Seal)

BY: _____ TITLE: _____

ATTEST: _____

CERTIFICATION

I, the undersigned _____, the duly authorized

and acting legal representative of the _____

do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

Date _____

NOTICE TO PROCEED
(Refer to Agreement)

Date _____

TO: _____

PROJECT DESCRIPTION: Construction Services related to On-Site Septic System Windermere Fields

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before _____, 20____, and you are to complete the work within _____ consecutive calendar days thereafter. The date of completion of work is therefore: _____, 20____.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Town of Vernon
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 20____.

Contractor:

By: _____

Title: _____

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

(Written Figures) (\$_____)

received from_____

(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the project commonly known as

(Name of Project)

(Name of Subcontractor)

hereby indemnifies the_____ (Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above mention Contract.

IN WITNESS WHEREOF:

(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this

_____ day of _____, 20_____.

Executed and delivered in the presence of:

Witness

By: _____

Witness

State of _____)

County of _____)

ss: _____

_____ duly authorized, have duly sworn, deposes and

says that he/she is _____ of _____
and that the statements herein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____ 20 _____

(Notary Public)

My Commission Expires _____

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

_____duly authorized to act on behalf of_____

(Contractor's Name and Address)

_____of_____

County and State of _____, for and in consideration of final payment is the sum of _____ Dollars (\$ _____), lawful money of the United States of America, the receipt whereof is hereby acknowledged, in full satisfaction and payment of all sums of money owing, payable and belonging to _____(Contractor) by _____ means whatsoever, for or on account of a certain agreement hereinafter called the _____(Owner) and _____(Contractor), dated _____

NOW, THEREFORE, _____duly authorized to act on behalf of said _____(Contractor), its successors, legal representative and assigns does hereby release, acquit, agree to indemnify and hold harmless and forever discharge the said _____(Owner), its officers, agents, servants and employees from all claims, demands and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever in law or equity, or otherwise that _____(Contractor), its successors, legal representative, and assigns may now have or that might subsequently accrue to (Contractor) its successors, legal representatives, and assigns out of or connected with, directly or indirectly, the Contract dated _____between _____(Contractor) and _____(Owner) and any and all other bid documents, agreements and contract modifications thereto.

Signed, Sealed and Delivered in the Presence of:

_____ (Witness)

By: _____

_____ (Witness)

Its duly Authorized _____

STATE OF CONNECTICUT)

COUNTY OF:) ss:

On this _____ day of _____, 2023, before me, on behalf of _____ personally appeared _____, duly authorized, to me known, and known to me to be the person named in and who executed the above release, and he/she acknowledges to me that he/she executed the same as his/her free act and deed.

Notary Public, Commission of Superior Court My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and for said County and State
(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared _____
(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the Town of Vernon, Connecticut

with _____ have been paid in full.
(CONTRACTOR)

(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this

_____ day of _____, 20_____

NOTARY

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated _____ between the Town of Vernon, Connecticut and _____
(Contractor)

the _____ on the Material and Labor Payment Bond of
(Surety)

_____, after a careful examination of the books and records
(Contractor)

of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies Surety that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the said _____, Contractor, and by these presents

witness that payment to the Contractor of the final estimates shall not relieve Surety of any of its obligations to _____ as set forth in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this _____ day of _____, 20_____.

ATTEST:

(SEAL) _____ BY _____
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ (Contractor)

as Principal, and _____ as Surety, are held and firmly bound unto the
Town of Vernon, Connecticut, hereinafter called the "Town" in the final sum of _____
_____ Dollars (\$ _____), lawful monies of the United States for the payment of

which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has executed an Agreement, dated
_____, 20____, for the Construction Services related to On-Site Septic System
Windermere Fields.

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a
period of 365 days from the date of final payment and issuance of a Certificate of Completion, without
additional cost to the Town. Failure to comply with such required work shall constitute a violation and all
monies covered by this Bond shall become payable to the Town.

ANY CHANGES MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND FORM
SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO
ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this
_____ day of _____, 2023 the name and the
corporate seal of each corporate party being hereto affixed and these presents duly signed by its
undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Seal) (Individual Principal)

(Business Address)

(Partnership) (Seal)

(Business Address)

By: _____

Attest:

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

(Corporate Surety)

Countersigned by:

(Seal)

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

TOWN OF VERNON
CHANGE ORDER

PROJECT: Construction Services related to On-Site Septic System Windermere Fields

Contract #2108 Date: _____

Change Order Date: _____

Change Order No. _____

CONTRACTOR: _____

TO: TOWN OF VERNON, CONNECTICUT

_____, the Contractor, agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs, expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final accord and settlement of Contractor's claims against the Owner on account of this work through the date of the Contractor's signature below..

You are directed to make the following changes in this Contract: Justification:

The Original Contract Sum was: \$ _____

Net Changes by previous Change Orders: \$ _____

The Contract Sum prior to this Change Order was: \$ _____

The Contract Sum will be (increased, decreased)

by this Change Order: \$ _____

The Contract Time will be (increased, decreased, unchanged) by _____ calendar days.

The Date for Completion as of the date of this Change Order therefor is _____

(Engineer)

(Contractor)

(Owner)

(Address)

(Address)

(Address)

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

General Conditions

1. Time of completion

The completion date for this assignment shall be 60 days from the date of the notice to proceed time being of the essence. Once begun, the contractor is required to work steadily toward completion. Minor delays to accommodate weather conditions, delivery coordination and inspection schedules are acceptable.

2. Hours of work

Work hours will be restricted to 7:00 am to 6:00 pm, Monday through Saturday. This includes activities such as fueling, lubrication, and minor maintenance. Sunday and Holiday work is prohibited unless specifically approved in writing by the Town Engineer

3. Coordination of work

The contractor shall coordinate installation activities with the Town Engineer or his representative to insure the timely delivery of various units to the site and shall coordinate inspection services with the North Central Health Department.

The contractor shall apply for a permit to construct, which will specify various points in the installation where mandatory inspections must be performed. Reference is made to the Design Approval Letter for a general list, but the permit to construct is the final authority regarding required inspections.

To facilitate a successful start to the project, the Contractor shall schedule with the Town Engineer and the Regional Sanitarian, a Pre-Construction meeting. This meeting shall be at a mutually convenient time, not less than 3 weeks before the actual work is scheduled to begin.

4. Payment

Upon approval by the Health Department and Acceptance by the Town Engineer of the installation of these contract items, the contractor shall be approved for a payment of 90% of the bid price. No partial payment requests will be accepted. The remaining 10% of the contract value will be considered earned upon the determination that the final grass surface is complete, free of bare spots, and is 3" tall.

5. Prevailing Wages

This project is a prevailing wage job and shall be paid in accordance with the wage schedules appropriate for their trade. Professional services related to design development, supervision and administration are typically not included in these categories. Certified payrolls on the approved forms shall be required prior to each pay requisition being approved for processing.

6. Sanitary facilities

During all periods of work, the Contractor shall provide a Portable Toilet for the convenience of the workforce. This shall be located in a close proximity to the work area and in an area easily accessible for maintenance.

Insurance

The contractor shall provide evidence of the following minimum insurance coverage with the Town of Vernon listed as additionally insured:

Commercial General Liability

- Each Occurrence: \$1,000,000
- Personal/ Advertising Injury Per Occurrence: \$1,000,000
- General Aggregate \$2,000,000
- Product/Complete Operations Aggregate: \$2,000,000

- Fire Damage Legal Liability \$ 100,000

Automobile Liability

- Each Accident: \$1,000,000
- Hired/Non-owned Auto Liability \$1,000,000

Workers' Compensation/Employers Liability

- Workers' Compensation – a statutory requirement set forth by the State of CT

Umbrella/Excess Liability *(following form of general liability, auto liability and employer liability):*

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000

INDEMNIFICATION/HOLD HARMLESS

The Contractor agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from the performance of the work, the furnishing of the materials and equipment, and the installation and maintenance of the materials and equipment alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Contractor and its employees, contractor, sub-contractors and agents. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

WAIVER OF SUBROGATION REQUIREMENT

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

Sub-contractors must be protected by insurance the same as the principal contractor.

It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Owner by virtue of its promise to hold the Owner harmless so that in the event that any claim results in a settlement or judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

Certificates of the insurance company or companies, must be submitted to the Owner before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and new certificate furnished to the Owner.

Special Provisions

Material Delivery

The Contractor shall work closely with the Engineering Department and the designated suppliers for the timely delivery of materials to be installed as part of this project. Depending on the nature of the product, and the complexity of the delivery (eg. Setting tanks directly from the delivery vehicle) several days lead time may be required of the Contractor to insure efficient delivery and/or placement. The Town shall not be responsible for penalties, extra charges and the like for the Contractor's failure to coordinate the field work and preparation with the vendor delivery.

Silt fencing

Silt Fencing if required will be provided and installed by others. Topsoil shall be stripped in the work area as needed and temporarily stockpiled as directed for re-distribution on the prepared subgrade as required for the seed bed.

Commencement and Progress

After the Pre-Construction Meeting, the Contractor shall mobilize equipment and personnel as needed, but once work has commenced, steady and faithful execution is required to insure the quality of the installation. Construction Staking will be provided by the Town Engineering Department and shall be preserved to the extent possible. Unavoidable delays or idle times shall require the Contractor to protect work completed from damage at no additional cost to the project.

Final Grading and Stabilization

Leaching Fields, Pipe Trenches and Tank backfill shall be carefully placed and compacted using existing spoil materials provided they are free from large rocks and/or frozen materials.

The reserved topsoil shall be placed as needed to provide a seedbed for grass cover and to smooth the transition to adjacent grades. Surplus topsoil, if any, shall be left in the stockpile area for use elsewhere on the project. The top 3" of the topsoil layer shall be mechanically raked to remove stones over 1" in diameter, remaining original vegetation, debris and other unsuitable materials. This unacceptable material shall be disposed of on-site as directed by the Town Engineer.

Once the seedbed is prepared, the contractor shall Hydro-seed the disturbed areas with

Materials:

Fertilizer

5# / 1000 sf 19-19-19 starter Fertilizer

Lime

10 oz./ 1000 sf of Liquid Lime

Seed

5#/ 1000 sf of Lesco 50/50 Select

Mulch

30#/ 1000 sf (70% wood fiber 30% cellulose)

Tackifier

5 oz./ 1000 sf FloccLoc Tackifier

All materials to be used shall be provided from unopened bags or containers and shall have the providers label showing compliance with the specifications provided below.

The contractor shall be responsible for all costs associated with the application of the Hydroseed, including the makeup water and all required added materials.

Disturbed areas located under future parking or access roads, shall be backfilled as described above with existing spoil materials free of loam and topsoil to the final grade. The backfilled trench shall be compacted carefully and brought to the elevation of the surrounding surface, free of any dips. If borrow material is required, the Town Engineer shall direct the Contractor to a source location, convenient to this work. Surplus topsoil shall be spread in adjacent areas slated for grass surfaces.