

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

## **Town of Vernon**



### **Request for Proposals (RFP) #2133**

### **Redesign / Build Services related to the Restroom-Concession Facility Windermere Fields**

**Submittal Date – Wednesday, December 6, 2023 at 10:00 am**

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

## BID CONTRACT DOCUMENTS

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## **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**

- a. 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 David A. Smith, Vernon Town Engineer, at [dsmith@vernon-ct.gov](mailto:dsmith@vernon-ct.gov). Any inquiry received **no later than** Tuesday, November 21, 2023, at 3:30 pm. Answers to questions received will be posted by Tuesday, November 28, 2023, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract# 2133. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
- b. of the respondent to review any or all addendum or question responses related to this RFP.
- c. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions, and requirements of this bid.
- d. Proposals must be submitted on the enclosed form with any required bid security.

### **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. PERMITS**

Building 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 with the Ellington Building Official's Office to ensure timely inspection at key points of the construction. Additionally, the Selected Contractor shall attend regular progress meetings with the Building Committee.

### **5. 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 for a period of 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, whether forwarded by mail or telegram, 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.

Town of Vernon office hours:  
Monday, Tuesday, Wednesday - 8:00 am – 5:00 pm  
Thursday - 8:00 am – 7:00 pm  
Friday - closed

**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. It is anticipated that the project award will be made on or before January 25, 2024. The allowed time of completion for work under this contract is 300 calendar days from the notice to proceed.

**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 is 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. 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](mailto:mpurcaro@vernon-ct.gov)



**TOWN OF VERNON CONTRACTOR'S CHECKLIST**

PROJECT: Redesign/Build Services related to the Restroom-Concession Facility at 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 PROPOSAL**

**Redesign/Build Services related to the Restroom-Concession Facility at Windermere Fields**

TO: Town of Vernon  
14 Park Place  
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;
- B. He has read the information contained herein relating to the work;
- C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

Total Amount (in figures) \_\_\_\_\_

Total Amount (in words) \_\_\_\_\_

As tallied from the following Bid Detail Summary:

**Bid Detail Summary –**

Item	\$ value words	\$ value in numerals
1. Plan Development		
2. Mobilize / demobilize		
3. Foundation		
4. Concrete Floor / Entrance apron – Site built		
4.1 Concrete Entrance Apron – Pre-Cast		
5. Structure – Site Built		
5.1 Structure – Pre-Cast		
6. Wood Roof		
7. Windows, Doors, trim		
8. electrical		
9. Interior		
10. Plumbing		
11. Utility room		
12. Restroom		
13. Concession		
14. Site work / landscaping		
total		

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: \_\_\_\_\_

**Bid Bond:**

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

\_\_\_\_\_ Dollars and  
\_\_\_\_\_ Cents  
\_\_\_\_\_ (\$\_\_\_\_\_)

This security shall be the sole and exclusive property of the Town of Vernon as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

**Other Conditions:**

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

**Addenda:**

The bidder hereby acknowledges receipt of the following Addenda.

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:

---

Company Name

---

Street Address

---

City, State, and Zip Code

---

Signature                      Title                      Date

**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)

F-2

**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:

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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:

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

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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:

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

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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: Redesign/Build Services related to the Restroom-Concession Facility at Windermere Fields**

The Town of Vernon has selected your firm as the apparent low bidder to provide redesign/build services related to the restroom-concession facility for Windermere Fields located at 60 Windermere Ave, Ellington, Connecticut in response to its advertisement for bid dated, December 6, 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:

**Redesign/Build Services related to the Restroom-Concession Facility at 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) Secretary

\_\_\_\_\_  
Principal

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:

**Redesign/Build Services related to the Restroom-Concession Facility at 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:

**Redesign/Build Services related to the Restroom-Concession Facility at 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.

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:**

**Redesign/Build Services related to the Restroom-Concession Facility at 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 redesign/build services related to the restroom-concession  
facility at 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)

\_\_\_\_\_  
(Seal)  
(Partnership)

\_\_\_\_\_  
(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: Redesign/Build Services related to the Restroom-Concession Facility at Windermere Fields

Contract #2133 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 300 days from the date of the notice to proceed time being of the essence. Failure to complete the project, as marked by the Certificate of Occupancy, shall trigger Liquidated Damages in the amount of \$1000 per calendar day for each day beyond the completion date.

### **2. Hours of work**

Work hours will be restricted to 7:00 am to 6:00 pm, Monday through Saturday. Sunday and Holiday work is prohibited unless specifically approved in writing by the Town Engineer.

### **3. Coordination of work**

The contractor shall coordinate all activities related to the development of the final design for approval by the Building Committee. Upon approval of the design, the contractor shall submit the required applications to the Ellington Building Official's office for approval. The fee will be paid by the Town of Vernon, but the permits shall be issued to the Contractor (subcontractors if appropriate). The contractor shall make any plan revisions required at no additional cost to the project. Upon receipt of a building permit, work shall commence and continue to steadily advance the project. The contractor shall coordinate all personnel, subcontractors, material deliveries and required inspections to insure the timely and efficient prosecution of this project.

Weekly job meetings with the Town Engineer and/or representatives of the Building Committee shall be required. During the Design Development these meetings may be in the evening. Once construction starts the meetings shall be during the work day on site.

### **4. Payment**

The Town shall accept monthly pay requisitions based on the work completed since the previous request minus 5% retainage. Retainage shall be held until project is complete and accepted by the owner. Additional retainage may be required, if the Contractor's Affirmative Action Plan is not approved by the Commission on Human Rights and Opportunities until such time that the plan does meet their approval. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Town Engineer or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

The Town's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Town for any payment may arise until all funds are made available and approved for this contract.

### **5. Sanitary facilities**

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

### **6. 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.

**7. Contractor Responsible for Whole Work.**

The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Town Engineer.

**8. Defects in Material.**

In the case the nature of the defects is such that it is not expedient to have them corrected, the Town Engineer shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

**9. Contractor's Duties and Liabilities.**

The Contractor shall comply with all local, state and national laws and regulations, and with all ordinances in the prosecution of the work including the securing all necessary permits and licenses.

**10. 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.

### **11. Termination.**

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Town shall, thereupon, have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

### **12. Independent Contractor**

Contractor is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town. Contractor is not authorized to speak for, represent, or obligate the Town in any manner without the prior expressed written authorization from the Town.

## **Special Provisions**

The items listed below follow the proposal form and generally review of the nature of each task is provided. The Contractor shall develop the specifics means and methods necessary to actually complete each task. Prior to commencement of each task, the Contractor shall review their approach with the Owner's Representative and the Town Engineer for appropriateness. Unforeseen conditions or an expansion of scope may justify a change order, but it is intended that each task shall be completed in accordance with the Contractor's Cost Proposal without additional cost to the project.

### **1. Plan Development.**

The Selected Contractor shall attend an introductory meeting of the Building Committee to refine design requirements. Within 2 months of the Notice to Proceed, the Contractor shall develop and present to the Building Committee a detailed final design including Shop Drawings and Specifications, which when accepted by the

Building Committee shall be provided to the Ellington Building Official and Fire Marshal for review and permitting. Any required revisions to secure the Building Permit shall be promptly made at no additional cost to the project. The Contractor shall have licensed personnel on staff or shall engage licensed subcontractors to execute all facets of the contemplated work. Permits should be issued to the licensed tradesmen, but the permit fees will be provided by the Town of Vernon directly to the Town of Ellington. Upon receipt of the required permits the Contractor shall be deemed to have completed this item and to have earned this contract item's value minus 5% retainage.

**2. Mobilize / Demobilize.**

The Contractor shall provide all necessary labor, equipment, materials, subcontractors and expertise to execute this assignment. It is the Contractor's responsibility to schedule and coordinate workflow, material delivery and required inspections. Provide temporary site fencing to secure building area and material storage from the remainder of the park. The Contractor shall be responsible for all work completed to date and any materials stored on site prior to the final acceptance by the Town of Vernon.

Provide temporary toilet facilities convenient to the work area. Provide a dumpster for packaging, debris, construction waste – no burning or burial will be permitted. The Contractor shall secure their work area and also coordinate with the Parks and Recreation Department to secure the park entrance.

Up to two Conex Boxes may be placed by the Contractor in the work area for temporary storage. Fifty percent of the value of this item minus retainage will be considered earned at this point.

Daily clean-up of litter, packaging, etc. shall be done to maintain the site in a workmanlike condition. At the conclusion of the work, the Contractor shall remove all construction materials, supplies and equipment that have been removed. The remaining fifty percent of this item minus the retainage shall be considered earned at this point.

**3. Foundation.**

The Town of Vernon shall provide construction staking to insure the building is correctly placed with regard to the location and elevation. Perimeter walls and point loads within the building shall have full footings and frost walls/columns, with rebar as required. The site is underlaid with stratified sand and gravel. If the foundation designer or the Ellington Building Official requires a detailed Geo-Technical evaluation, such work shall be provided by the Contractor at no additional cost to the Project. Provide compacted processed aggregate fill under the slab. Provide and pressure test all piping to be installed under slab.

**4. Concrete Floor / Entrance Aprons- Site Built.**

Provide 4000 psi, 5" thick concrete slab with 6x6 wire mesh and rebar as required. Expansion joints to be provided as required. Slab to be trowel finished with color additive as directed by the Building Committee. Provide 12" of compacted processed aggregate for a base under 6'x6' 5" thick concrete (4000 psi) aprons at each exterior door and 6' x 12' 5" thick concrete apron at the overhead doors and at the Concession Service windows. Aprons shall have positive slope away from buildings, 6x6 mesh, broom finish.

**4.1 Concrete Entrance Apron - Pre-Cast Option.**

Provide 12" of compacted processed aggregate for a base under 6'x6' 5" thick 4000 psi concrete aprons, at each exterior door and 6' x 12' 5" thick concrete apron at the overhead doors and at the Concession Service windows. Aprons shall have positive slope away from buildings, 6x6 mesh, broom finish.

**5. Structure – Site Built.**

CMU walls shall be made of split face block walls (one or two colors to be determined) installed with complimentary mortar joints, expansion joints as required, and steel lintels provided for each door/window/louver penetration. Provide powered louvered vents to work in concert with ventilation fans for the Restroom and fixed louvers in the Storage areas.

**5.1 Structure – Pre-Cast.**

The Contractor shall provide and set pre-cast concrete modular components on the prepared foundation. Surface texture provided by form liners and the coloration scheme shall be approved by the Building Committee during the shop drawing phase. All necessary utility extensions shall be in place, tested and approved prior to the placement of concrete elements. No pre-cast product shall be shipped less than 30 days after it was cast.

**6. Wood Roof.**

The contractor shall frame the 6 in12 roof system to using wood rafters 16" O.C. and 5/8" Zip panels (or equal). Provide required cross bracing/blocking. Provide 40-year Architectural Asphalt Shingles over self-adhering membrane (Grace Water and Ice, or equal). Provide Ridge vent, AZEK fascia, ventilated soffits and trim. Access to this space shall be provided through an opening (22"x36" min.) located in the Storage area. Note- on concept drawings this opening is shown in the concession area). Provide a Bilco or equal, Hatch Door. A centerline walkway with a minimum width of 24" and 1" nominal thickness shall be provided on the lower cords of the trusses or the upper surface of the ceiling joist.

**7. Concession Service, Doors, trim.**

Provide stainless steel roll-up commercial security shutter at the Concession Service area. Mount on the Building exterior. Security Shutter to be secured from the inside of the building.

Provide 36" Exterior Steel Doors and Frames, as shown on the concept plan.

Provide three 36" Interior Fire Rated Doors to communicate between storage/utility space and storage/concession space.

Provide 2 8'x 7' commercial grade steel overhead doors for the storage area. Overhead door to have interior locking system. All personnel doors to have epoxy painted finish, institutional grade hardware, deadbolt locks and interior panic bars.

**8. Electrical.**

Extend existing electric service from transformer vault to 200 Amp 240 V panel to be located in the utility room. Provide a 100 Amp 240 V sub-panel in the concession area. Provide a 50 Amp 240 V circuit dedicated to the second restroom. Relocate meter to exterior of the Building. Also extend existing spare conduit (for future communications) to suitable termination in utility room. Provide all required grounding.

Provide wiring, receptacles, lamps and switches to each restroom on one 120volt 20amp circuit. Provide separate 120amp 20-volt circuits for each restroom to serve an electric motion-sensing ventilation fan and a 300-watt wall mounted heaters with tamper proof thermostat controls.

Provide exterior convenience lighting with 10Watt 2700° LED full cutoff light at each entrance door (5 locations), on separate 120volt 15amp circuit controlled by light sensor and time clock.

Provide 120-volt 20amp circuit to energize GFCI receptacles in Storage area. Provide 4 separate 20 Amp circuits

to GFCI duplex commercial receptacles at various locations along interior walls in each of the defined spaces on the concept plan. Number of outlets to meet current code requirements and be approved by the Building Committee in the design phase. Provide separate circuits to serve the LED lights in each of the defined spaces with a switch at each access door.

Provide 120volt 20amp circuit to energize 10 duplex receptacles locations to be determined along interior and exterior walls. Provide 120volt 15amp circuit to six 10Watt LED shop lights (location to be determined) with three-way switch at exterior door and pass door into the Storage Area. Provide two 240volt 50amp circuits to cooking appliances. Provide 120volt 30amp circuit to service exhaust hood.

Utility Room to have 120volt 15amp circuit for two shop lights with switch at door and 4 duplex receptacles at locations to be determined.

Provide battery backup illuminated 'EXIT' lighting at each exterior doorway.

Provide audible Smoke Detectors in Restrooms, Storage and Utility, Concession areas. Each detector shall be hard wired with battery back up and shall be connected able to connect to the security system (by others).

#### 9. Interior.

In the Site Built Option, provide 18-gauge galvanized steel studs and plates for interior demising walls. In the Pre-Cast Option, interior walls shall be part of the cast structure.

Provide 5/8" water resistant sheet rock for base surface on walls and ceiling of Restrooms, Storage, Concession and Utility spaces. Sheet rock and joint compounds to be free of asbestos. Walls and ceilings to meet all required fire separation requirements for the space in question. Finished surface to be NUDO Fiberglass Reinforced Plastic panels or equal. Color selection of these panels shall be coordinated with the Building Committee.

Provide electric hand drying equipment and associated wiring in each restroom and concession area near the hand sink.

#### 10. Plumbing.

- a. Extend existing water service (2" line) to the utility room.
- b. Relocate the RPD and point of connection for the irrigation system.
- c. Provide new 1" potable line tapped upstream of RPD for domestic water.
- d. Provide hot and cold home run service lines to each restroom and the concession area.
- e. Provide means of draining 'above-grade' lines to winterize facility.
- f. Provide one frost free hydrant exterior to the building near the storage area

#### 11. Utility room.

Provide Service Entrance Panel – 200 Amp with 40 spaces, one 100 Amp 240v breaker to future sub panel in additional restroom near field 3, three 30 Amp 240v breakers, 4 20Amp 120v breakers, 6 15 Amp 120v breakers.

Relocate irrigation manifold, RPD and controls.

Provide Electric Tankless water heater, wiring and service line per manufacturers requirements to each restroom's sink. Provide 30-gallon electric water heater, wiring and service line to the concession area for the future 3 bay sink and hand sink.



12. **Restroom.**

- a. Provide 2 Lavatories, 3 conventional toilets and 1 ADA toilet for the Female Restroom
- b. Provide 2 Lavatories, 1 conventional toilet and 1 ADA toilet and 2 urinals for the Male Restroom (note the concept drawing shows 1 more conventional toilet in each)
- c. Provide 1 Lavatory, 1 ADA toilet and changing table in the Family Restroom
- d. Provide institutional grade wall mounted fixtures, including partitions, toilets, urinals, sinks, changing table, soap and paper dispensers.
- e. Provide a floor drain with a trap, in each area connected to the grease trap wastewater line.
- f. Provide ADA appropriate grab bars, drain covers, pull alarms connected to exterior lamps in each unit.

13. **Concession.**

- a. Provide Stainless Steel, commercial grade 3 bay sink, separate wash sink and 'slop sink' with appropriate faucets.
- b. Provide rough electric for future exhaust hood. Provide outlets, lights and switches as specified
- c. Provide a floor drain and trap connected to the grease trap piping

14. **Site Work / Landscaping,**

Connect building sewer and Concession waste lines to the septic tank and grease trap lines (already installed by others)

Extend power, water and communications utilities from the current terminus to and in to the building as discussed above.

The Town of Vernon shall provide a level site, free of large stones and debris in the area of the proposed building prior to commencement. The Contractor shall leave the area after the building is complete, free of debris and objectional materials. The Town of Vernon shall provide fill material (as needed), topsoil and shall be responsible for establishing a finished grass surface after the contractor has demobilized. Walkways, Dumpster Pad/Fencing, and other exterior features shall not be part of this contract.

**Add Alternate.**

Provide a stand- alone structure of approximately 200sf containing one female ADA restroom, one male ADA restroom and a small utility area as generally shown on the concept drawing. All provisions required above for the base project shall apply to this optional structure. No adjustment in the time of completion shall be considered if this additional work is incorporated into the Project.

The Town of Vernon, at their sole discretion shall determine if this Add Alternate Option shall be made part of this award.

# Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Tolland	Union	17e) 4 Axle Ready Mix	\$32.44	30.51 + a
Tolland	Union	17f) Heavy Duty Trailer (40 Tons and Over)	\$34.66	30.51 + a
Tolland	Union	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$32.44	30.51 + a
Tolland	Union	17h) Heavy Duty Trailer up to 40 tons	\$33.39	30.51 + a
Tolland	Union	17i) Snorkle Truck	\$32.54	30.51 + a
Tolland	Union	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$47.55	32.27 + a
Tolland	Union	19) Theatrical Stage Journeyman	\$25.76	7.34
Tolland	Vernon	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Tolland	Vernon	1c) Asbestos Worker/Heat and Frost Insulator	\$45.56	32.65
Tolland	Vernon	2) Boilermaker	\$45.21	29.05
Tolland	Vernon	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$39.40	34.62 + a
Tolland	Vernon	3b) Tile Setter	\$37.10	30.52
Tolland	Vernon	3c) Tile and Stone Finishers	\$30.00	25.30
Tolland	Vernon	3d) Marble & Terrazzo Finishers	\$31.07	24.23
Tolland	Vernon	3e) Plasterer	\$42.77	29.63
Tolland	Vernon	-----LABORERS-----		
Tolland	Vernon	4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	\$33.50	25.59
Tolland	Vernon	4) Group 1a: Acetylene Burners (Hours worked with a torch)	\$34.50	25.59
Tolland	Vernon	4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofer/mixer/nozzleman (Person	\$33.75	25.59

# Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
		running mixer and spraying fireproof only).		
Tolland	Vernon	4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	\$34.00	25.59
Tolland	Vernon	4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	\$34.50	25.59
Tolland	Vernon	4d) Group 5: Air track operator, sand blaster and hydraulic drills.	\$34.25	25.59
Tolland	Vernon	4e) Group 6: Blasters, nuclear and toxic waste removal.	\$36.50	25.59
Tolland	Vernon	4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	\$36.50	25.59
Tolland	Vernon	4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	\$31.78	25.59
Tolland	Vernon	4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	\$31.24	25.59
Tolland	Vernon	4i) Group 10: Traffic Control Signalman	\$20.10	25.59
Tolland	Vernon	4j) Group 11: Toxic Waste Removers A or B With PPE	\$36.50	25.59
Tolland	Vernon	5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	\$37.61	27.61
Tolland	Vernon	5a) Millwrights	\$38.02	28.41
Tolland	Vernon	6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$43.75	32.47+3% of gross wage
Tolland	Vernon	7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	\$61.42	37.335+a+b
Tolland	Vernon	-----LINE CONSTRUCTION-----		
Tolland	Vernon	Groundman	\$26.50	6.5% + 9.00
Tolland	Vernon	Linemen/Cable Splicer	\$48.19	6.5% + 22.00

# Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Tolland	Vernon	8) Glazier (Trade License required: FG-1,2)	\$41.18	24.55 + a
Tolland	Vernon	9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$42.37	40.02 + a
Tolland	Vernon	----OPERATORS----		
Tolland	Vernon	Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	\$52.78	27.80 + a
Tolland	Vernon	Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	\$48.37	27.80 + a
Tolland	Vernon	Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	\$52.41	27.80 + a
Tolland	Vernon	Group 2a: Cranes (under 100 ton rated capacity).	\$51.51	27.80 + a
Tolland	Vernon	Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	\$48.00	27.80 + a
Tolland	Vernon	Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$47.10	27.80 + a
Tolland	Vernon	Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	\$46.64	27.80 + a
Tolland	Vernon	Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	\$45.92	27.80 + a
Tolland	Vernon	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$45.92	27.80 + a
Tolland	Vernon	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$45.55	27.80 + a
Tolland	Vernon	Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	\$45.14	27.80 + a
Tolland	Vernon	Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	\$44.67	27.80 + a
Tolland	Vernon	Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder);	\$44.14	27.80 + a

# Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
		Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).		
Tolland	Vernon	Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	\$41.69	27.80 + a
Tolland	Vernon	Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	\$41.69	27.80 + a
Tolland	Vernon	Group 12: Wellpoint Operator.	\$41.61	27.80 + a
Tolland	Vernon	Group 13: Compressor Battery Operator.	\$40.92	27.80 + a
Tolland	Vernon	Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	\$39.54	27.80 + a
Tolland	Vernon	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$39.06	27.80 + a
Tolland	Vernon	Group 16: Maintenance Engineer.	\$38.28	27.80 + a
Tolland	Vernon	Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	\$43.46	27.80 + a
Tolland	Vernon	Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	\$40.54	27.80 + a
Tolland	Vernon	-----PAINTERS (Including Drywall Finishing)-----		
Tolland	Vernon	10a) Brush and Roller	\$37.62	24.55
Tolland	Vernon	10b) Taping Only/Drywall Finishing	\$38.37	24.55
Tolland	Vernon	10c) Paperhanger and Red Label	\$38.12	24.55
Tolland	Vernon	10e) Blast and Spray	\$40.62	24.55
Tolland	Vernon	11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	\$48.28	35.50
Tolland	Vernon	12) Well Digger, Pile Testing Machine	\$37.26	24.05 + a
Tolland	Vernon	13) Roofer (composition)	\$41.20	22.35
Tolland	Vernon	14) Roofer (slate & tile)	\$41.70	22.35
Tolland	Vernon	15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	\$41.89	43.22

# Building Rates

County	Town	Classification	Hourly Rate	Hourly Benefit
Tolland	Vernon	16) Pipefitter (Including HVAC work) License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9) (Trade	\$48.28	35.50
Tolland	Vernon	-----TRUCK DRIVERS-----		
Tolland	Vernon	17a) 2 Axle, Helpers	\$32.16	30.51 + a
Tolland	Vernon	17b) 3 Axle, 2 Axle Ready Mix	\$32.27	30.51 + a
Tolland	Vernon	17c) 3 Axle Ready Mix	\$32.33	30.51 + a
Tolland	Vernon	17d) 4 Axle	\$32.39	30.51 + a
Tolland	Vernon	17e) 4 Axle Ready Mix	\$32.44	30.51 + a
Tolland	Vernon	17f) Heavy Duty Trailer (40 Tons and Over)	\$34.66	30.51 + a
Tolland	Vernon	17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	\$32.44	30.51 + a
Tolland	Vernon	17h) Heavy Duty Trailer up to 40 tons	\$33.39	30.51 + a
Tolland	Vernon	17i) Snorkle Truck	\$32.54	30.51 + a
Tolland	Vernon	18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	\$47.55	32.27 + a
Tolland	Vernon	19) Theatrical Stage Journeyman	\$25.76	7.34
Tolland	Willington	1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
Tolland	Willington	1c) Asbestos Worker/Heat and Frost Insulator	\$45.56	32.65
Tolland	Willington	2) Boilermaker	\$45.21	29.05
Tolland	Willington	3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	\$39.40	34.62 + a
Tolland	Willington	3b) Tile Setter	\$37.10	30.52