

**LEGAL NOTICE
REQUEST FOR PROPOSALS
TOWN OF ELLINGTON**

CONSTRUCTION/REPAIR ELLINGTON VOLUNTEER FIRE DEPARTMENT FLOORING

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide labor, services and material to refinish the Ellington Volunteer Fire Department fire station bay and adjacent hallway floors.

Proposals are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked "Construction/Repair Ellington Volunteer Fire Department Flooring" and sealed and shall be directed to:

Tiffany Pignataro, Finance Officer
Town of Ellington, 55 Main Street
Ellington, CT 06029

Proposals will be received until September 26, 2024 at 2:00 P.M. Proposals will then be publicly opened and read aloud in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained electronically on the Town's website, www.ellington-ct.gov, on or after September 3, 2024. If there is an issue downloading the information, it can be requested via email to tpignataro@ellington-ct.gov.

A MANDATORY pre-proposal meeting will be held at **9:30AM, prevailing time, on September 16, 2024 at Ellington Volunteer Fire Department, Station 43, 29 Main Street, Ellington, CT**. All potential proposers are required to attend in person. No proposal will be accepted from a person or entity not attending the pre-proposal meeting.

No proposal may be withdrawn for a period of ninety (90) days after opening of proposals without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to amend or terminate this Request for Proposal, to reject any or all proposals, to waive any informalities, omissions, excess verbiage or technical defects in the proposal and the Town need not necessarily award the contract to the lowest proposer if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another proposal.

TOWN OF ELLINGTON
By: Tiffany Pignataro,
Finance Officer

TOWN OF ELLINGTON
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTIONS TO PROPOSERS

KEY DATES:

Advertisement of Request for Proposals
Mandatory Pre-Proposal Meeting
Public Opening of Proposals
Contract Award on or before

1. **SPECIAL NOTICE TO PROPOSERS:**

A. The Proposal Documents comprise the following:

1. Legal Notice/Request for Proposals
2. Instruction to Proposers
3. Specifications
4. Proposal Form
5. Non-collusion Affidavit
6. Proposer's Legal Status Disclosure
7. Affidavit of Compliance with CGS 31-57b
8. Draft Contract
9. Insurance Requirements

2. **PROPOSAL FORM:**

A. All proposals shall be submitted on forms provided, or copies, and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the proposer.

B. Proposals submitted by all proposers to The Town of Ellington shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", Construction/Repair Ellington Volunteer Fire Department Flooring, and the individual or entity name and address of the proposer.

C. All proposers shall submit one (1) original and one (1) copy of completely executed proposal forms and documents which shall include: Proposal Form, Proposer's Qualification Statement, evidence of insurance per the attached Insurance Requirements, Non-Collusion Affidavit, Affidavit of Compliance with CGS 31-57b, Non-discrimination Certification and

Specifications with all requested information, and any additional information or proposed substitutions the proposer wishes to provide.

1. A Qualification Statement should be generated by the proposer to demonstrate its background, training, qualifications and ability to perform the required services.
2. If a proposer is a Corporation, Limited Liability Company, or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration with that office. The Town may, in its discretion, request acceptable evidence of any proposer's legal status. Any such proposer shall also complete and submit the attached Proposer's Legal Status Disclosure.

D. The Town of Ellington may consider as informal any proposal which contains any alteration or a departure from the Proposal Form hereto attached.

3. TIME FOR RECEIVING PROPOSALS:

A. Proposals will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 2:00 PM, prevailing time, on September 26, 2024, at which time the proposals will be publicly opened.

B. Proposals received prior to the time established herein for the receipt and opening of same will be securely kept unopened. The Finance Officer, whose duty it is to receive and open all proposals, will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a proposal not properly addressed and identified.

C. The Town of Ellington will neither accept nor consider any proposal which is received after the time established herein for the opening of same, regardless of the cause for delay in the arrival of the proposal. The same will be returned unopened.

D. Telegraphic or faxed proposals will not be considered.

E. Proposers are cautioned to allow ample time for transmittal of proposals by mail or otherwise. Postmarks prior to the time established for opening of proposals do NOT satisfy this condition.

4. WITHDRAWAL OF PROPOSALS BEFORE AND AFTER DATE OF PROPOSAL OPENING:

A. Any proposal may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of proposals. Fax number for the Finance Officer is (860) 870-3158.

B. No proposal may be withdrawn for a period of ninety (90) days after opening of the same without approval and written consent of the Town of Ellington.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

A. No oral interpretations will be made to any proposers as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a proposer and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for opening of proposals will be given consideration. Every interpretation made to a proposer will be in the form of an addendum to the Specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Specification and Proposal Package has been issued. All such addenda shall become a part of the Contract Documents.

B. Except as specifically provided in Paragraph 5A, proposers are prohibited from contacting any Town employee, officer, or official concerning this Request for Proposals. Failure to comply with this requirement may result in disqualification.

6. EXAMINATION OF SPECIFICATIONS, PRE-PROPOSAL MEETING, WARRANTY, ETC.:

A. Each proposer shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any proposer to examine any form, instrument, addendum or other document shall in no way relieve said proposer from any obligations with respect to their proposal. No proposer shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Proposers shall raise any such issues by written request under Paragraph 5 hereof. The proposer shall become familiar with all Federal, State and Local laws and regulations that may affect the cost, progress or performance of the work. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

B. A mandatory pre-proposal meeting to review the work requirements and Specifications will be held at 9:30 AM, prevailing time, on September 16, 2024 at Ellington Volunteer Fire Department, Station 43, 29 Main Street, Ellington, CT. All potential proposers are required to attend in person. No proposal will be accepted from a person or entity not attending the pre-proposal meeting.

C. Warranty. Proposers must guarantee the work against defective workmanship and materials for a period of three years from completion and shall further provide any manufacturer's warranty covering material used, with no dollar limitation.

D. The successful proposer shall be responsible for the repair or replacement cost of any damage to Town property and/or personal property caused by negligence of the contractor or their employees. The successful proposer shall be responsible for reporting any such damage to the Town within seventy-two (72) hours of the occurrence.

E. BABAA Addendum. See attached for Requests involving federal funding assistance.

7. AWARD OF CONTRACT:

A. The Town of Ellington reserves the right to amend or terminate this Request for Proposals, to reject any or all proposals, and/or to waive any informalities, omissions, excess verbiage or technical defects in the proposals and to negotiate contract terms with the successful proposer.

B. The contract will be awarded to the lowest responsible and eligible general proposer complying with the conditions of the Contract Documents, providing that their proposal is reasonable and that it is in the best interests of the Town of Ellington to accept it. Although price will be an important factor, it will not be the only basis for award of the contract. Due consideration may also be given to a proposer's experience, references, service, ability to respond promptly to requests, past performance and other criteria relevant to the Town's interest, including compliance with the procedural requirements stated in this Request for Proposal. The award of the contract, if same is to be awarded, will be made within fifteen (15) days after opening of proposals.

C. The Town will not award the contract to any business that, or individual who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

D. The successful proposer will be required to execute a contract in form substantially as attached with the Town of Ellington within fourteen (14) days following the Notice of Award. The Notice of Award does not provide the proposer with any rights and does not impose on the Town any obligations. The Town is free to withdraw its award at any time and for any reason prior to the signing of the contract.

E. Pursuant to Conn. Gen. Stat. §31-286a, prior to the execution of the contract, the successful proposer must provide a current statement from the State Treasurer that, to the best of his/her knowledge and belief, as of the date of the statement, the successful proposer was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. §31-355.

8. SALES TAX AND COST OF PERMITS:

Sales tax does not have to be included in bids or material charges. Proposers must obtain the appropriate tax exempt number from the Finance Office.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Proposers should take note that at the time of signing the contract all of the following additional documents are required by the contract:

A. Certificate of Insurance with coverage specified in attachment to these instructions.

B. Corporate Resolution or similar, authorizing execution of contract (Sample will be furnished to successful proposer).

C. Opinion of successful proposer's counsel opining as to proposer's legal standing under law and authority of officers or members of proposer. (Sample will be furnished to successful proposer).

D. Performance Bond in the full amount of the contract, in a form reasonably acceptable to the Town and issued by a company licensed to do business in the State of Connecticut.

E. Preferences. Pursuant to Conn Gen. Stat. §31-32(b), the successful proposer must agree that in the employment of labor to perform the work under the contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of this contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizen who have continuously resided in Tolland County for at least three (3) months prior to the date of the contract, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of the contract.

10. FREEDOM OF INFORMATION ACT:

All Information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A proposer's responses may contain financial, trade secret or other data that is claims should not be public (the "Confidential Information"). A proposer must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the proposer cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a proposer's Confidential Information, it will promptly notify the proposer in writing of such request and provide the proposer with a copy of any written disclosure request. The proposer may provide written consent to the disclosure or any object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The proposer shall be responsible for defending any complaint brought in connection

with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission and providing witnesses and documents as appropriate.

NON-COLLUSION AFFIDAVIT

To the Town of Ellington:

RE: Construction/Repair Ellington Volunteer Fire Department Flooring

To the Town of Ellington:

DATED: _____, 2024.

The undersigned, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (a) The proposal is genuine; it is not a collusive or sham bid or proposal;
- (b) The proposer developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with any other person or entity designed to limit independent competition;
- (c) The proposer, its employee and agents have not communicated the contents of the proposal to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (d) No elected or appointed official or other officer or employee of the Town of Ellington is directly or indirectly interested in the proposer's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ellington to consider its proposal and make an award in accordance therewith.

PROPOSER:

By _____

SUBSCRIBED and sworn to before me this ____ day of _____, 2024

Notary Public

AFFIDAVIT OF COMPLIANCE WITH CGS 31-57B

To the Town of Ellington:

RE: Construction/Repair Ellington Volunteer Fire Department Flooring

To the Town of Ellington:

DATED: _____, 2024.

The undersigned, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (a) The undersigned HAS / HAS NOT [strike one] been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal, provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction;
- (b) The undersigns HAS / HAS NOT [strike one] received one or more criminal convictions related to the injury or death of an employee in the three-year period preceding the proposal; and
- (c) A list of violations and/or convictions is attached.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ellington to consider its proposal and make an award in accordance therewith.

PROPOSER:

By _____

SUBSCRIBED and sworn to before me this ____ day of _____, 2024.

Notary Public

LEGAL STATUS DISCLOSURE

To the Town of Ellington:

RE: Construction/Repair Ellington Volunteer Fire Department Flooring

To the Town of Ellington:

The undersigned, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

IF A SOLELY OWNED BUSINESS:

Proposer's Full Legal Name: _____

Street Address: _____

Mailing Address (if different): _____

Number of years engaged in business under sole proprietor: _____

IF A CORPORATION:

Proposer's Corporate Name: _____

Street Address: _____

Mailing Address (if different): _____

Number of years engaged in business: _____

Name of current officers:

Secretary _____

President _____

IF A LIMITED LIABILITY COMPANY:

Proposer's Company Name: _____

Street Address: _____

Mailing Address (if different): _____

Number of years engaged in business: _____

Name and address of current managers/members:

IF A PARTNERSHIP:

Proposer's Partnership Name: _____

Street Address: _____

Mailing Address (if different): _____

Number of years engaged in business: _____

Name and address of current partners:

The undersigned proposer further certifies that this disclosure is executed for the purpose of inducing the Town of Ellington to consider its proposal and make an award in accordance therewith.

DATED: _____, 2024.

PROPOSER:

By _____

SUBSCRIBED and sworn to
before me this ____ day
of _____, 2024.

INSURANCE REQUIREMENTS FOR ALL CONTRACTORS

Workers Compensation Insurance:

1. Per. Connecticut Statute

Commercial General Liability Insurance (1993 Form or equivalent)

1. \$1,000,000 per occurrence and/or aggregate
2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability
3. Delete all explosion, collapse and underground exclusions, if applicable
4. Per contract/project aggregate desirable

Motor Vehicle Liability Insurance:

1. \$1,000,000 per occurrence for bodily injury and property damage
2. Includes owned, non-owned and/or aggregate

Professional Liability Insurance (if applicable)

1. \$1,000,000 per claim and/or aggregate

Umbrella/Excess Liability

1. \$1,000,000 per occurrence and/or aggregate

Note! All General Contractors are responsible for assuring that all of its sub-contractors have similar coverage and limits. The Town will rely upon the General Contractor to obtain these assurances as it cannot do so.

General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be licensed to do business in Connecticut
2. All policies must have a 30 day advance written notice requirement with any such notice to be sent to Tiffany Pignataro, Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029
3. Certificates of Insurance must be presented at or before signing of any contract
4. The Town of Ellington and such other town agency as may be appropriate shall be named as an additional insured on each policy

TOWN OF ELLINGTON

CONTRACT

Construction/Repair Ellington Volunteer Fire Department Flooring

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

TOWN OF ELLINGTON CONTRACT
Construction/Repair Ellington Volunteer Fire Department Flooring

AGREEMENT made as of the _____ day of _____, 2024, between the Town of Ellington, acting herein by Lori Spielman First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as “the Town” and in supplemental documents as “the Owner”, and _____ with a principal office located at _____ hereinafter referred to as “the Contractor”.

The Project Coordinator is:

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Agreement between the parties and are as fully a part of the Agreement as if attached to this Agreement or repeated herein. The Agreement is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be issued after execution of this Agreement, are:

- (a) This Agreement as executed by the parties;
- (b) The specifications for the work (the “Specifications”);
- (c) The Town of Ellington Request for Proposals, Proposal Requirements, and Instructions to Proposers, including any addenda or additions issued prior to the awarding of the Project Contract;
- (d) The Contractor’s Proposal Form and all documents attached to or included with said proposal without limitation;
 - (i) Contractor’s Qualification Statement;
 - (ii) Non-collusion Affidavit of Contractor;
 - (iii) Affidavit of Compliance with CGS 31-57b
 - (iv) Contractor’s Legal Status Disclosure.
- (e) Insurance Requirements for all Contractors.

- (f) Company Resolution
- (g) Opinion of Contractor's Counsel
- (h) The Contractor's Performance Bonds

ARTICLE 2:
CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as identified in the heading of this Agreement and as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3:
DATES OF COMMENCEMENT & COMPLETION

Within thirty (30) days following execution of this Agreement and delivery of the required bonds and insurance certificates, the Project Coordinator will notify the Contractor to commence the Work. Within five (5) days thereafter, the Contractor shall commence the Work and will prosecute the Work diligently to completion. The Work will be completed no later than 90 days following the date on which the Work commenced.

ARTICLE 4:
CONTRACT SUM

The Town shall pay the Contractor for the Contractor's performance of the Agreement at the rates set forth on Contractor's Proposal and in accordance with the terms set forth in the Specifications, both made a part of this Agreement.

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

5.1 On or before the fifth of each month, the Contractor shall submit a requisition for payment to the Project Coordinator detailing the work performed as of the end of the previous month. Each requisition shall include only completed work and materials incorporated into the work. Each requisition shall show the total Contract Sum, the total value of the work completed for which payment is currently requested, item by item, the total of all previous payments, and the remaining balance due. The Town will process the requisitions and pay the approved amount

due, less a five percent (5%) retainage, within 30 days of the approval. If the Project Coordinator takes issue with the invoice, he will address those issues with the Contractor within that 30-day period. Payment of the five percent (5%) retainage shall be made to the Contractor within one year after completion of the Work, provided that any corrective work required within said time period has been fully performed by the Contractor. If any such corrective work has not been fully performed within said time period, then said retainage shall continue to be held until said work is completed by the Contractor and approved by the Project Coordinator. Payment of the Contract Sum, or any portion thereof, shall not be deemed a waiver or release of the Contractor's responsibility to correct nonconforming work pursuant to the Contract Documents or to satisfy any other requirements which may survive payment.

ARTICLE 6:
DEFAULT AND REMEDY

6.1 Termination. If, at any time during the term of this Agreement, the Contractor, in the sole discretion of the Town: (a) has failed to perform the Work in a competent and satisfactory manner; (b) has become insolvent; (c) makes an assignment for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) is subject to an involuntary petition in bankruptcy that is not discharged within thirty (30) days; (f) abandons the Work; (g) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Agreement except as specifically approved by the Town; or (h) fails to comply with any other term or condition contained in the Agreement, the Town shall have the right to terminate the Agreement upon ten (10) days written notice to the Contractor.

6.2 Remedies. In the event of a termination of this Agreement by the Town pursuant to Section 6.1 above, the Contractor shall be required to return all sums paid by the Town for the Contract Work that has not been completed at the time of breach and the Town shall be relieved of any further payments hereunder. The Contractor acknowledges that any such breach will cause irreparable damage to the Town, the exact amount of which will be difficult or impossible to ascertain, and that remedies of law for any such breach will be inadequate. Accordingly, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract Sum provided herein, plus any legal or other costs or expenses incurred by the Town in terminating this Agreement and securing a new bid.

ARTICLE 7:
ADDITIONAL PROVISIONS

7.1 Conflicts. In the event that any provision of any other Contract Document is as inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

7.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all Specifications and has not

relied upon any oral representation of any Town official or employee concerning site condition or job requirements.

7.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the equipment used in the Work, or in any way affect the conduct or the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

7.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Project Coordinator. If the Project Coordinator determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

7.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

7.6 Dispute Resolution. The parties agree that any dispute under this Agreement is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT. The Decision of the arbiter shall be binding on the parties and may be submitted to the Superior Court for the Judicial District of Tolland at Rockville for confirmation as a judgment pursuant to Chapter 909, CGS Sec. 52-408 to 52-423, which court shall have exclusive jurisdiction or venue in these matters. Unless otherwise mutually agreed, each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

7.7 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

7.8 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

7.9 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, of any applicable federal, state laws, rules and regulations in effect and applicable for the Project including without limitation any

nondiscriminatory employee laws and the Immigration Reform & Control Act, or in connection with any claim of injury or damage caused by any of its agents or employees arising out of or in the course of their employment and work at or upon the premises at which services are being rendered, which injury or damage is not caused by the willful act of a town agent, servant or employee. The Contractor's obligations under this section shall not be limited in any way by any limitation in the amount or type of the Contractor's insurance. Nothing in this section shall obligate the Contractor to indemnify Owner against liability for damages caused by or resulting from the negligence of Owner, its agents, servant or employees.

7.10 Warranty. Proposers must guarantee the work against defective workmanship and materials for a period of three years from completion and shall further provide any manufacturer's warranty covering material used, with no dollar limitation.

7.11 Insurance. The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Requirements For All Contractor's" listed in paragraph 1.2(e) and provide the Finance Officer a certificate of such insurance naming the Town of Ellington as an additional insured.

7.12 Non-Discrimination. Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer".

7.13 Preferences. Pursuant to Conn Gen. Stat. §31-32(b), Contractor agrees that in the employment of labor to perform the Work under the Contract, preference shall be given to citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of this Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizen who have continuously resided in Tolland County for at least three (3) months prior to the date of this Contract, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

CONTRACTOR:

By _____

Lori Spielman
First Selectman

By _____

Duly Authorized