

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON
DEPARTMENT OF PUBLIC WORKS



Request for Proposals (RFP) #2148
INSTALLATION OF 78’ X 85’ PRE-FABRICATED
STEEL BUILDING AND ASSOCIATED SITE

Submittal Date: Tuesday, December 17, 2024 at 10:00 AM

LATE SUBMITTALS WILL NOT BE ACCEPTED

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 Dwight Ryniewicz, Director of Public Works, at dryniewicz@vernon-ct.gov. Any inquiry received **no later than** Thursday, December 5, 2024, at 3:30 pm. Answers to questions received will be posted by Tuesday, December 10, 2024, 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# 2148. 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. 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 Vernon 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.

4. BID REQUIREMENTS

- 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.
- c. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be set aside for award to subcontractors holding current certification from the Connecticut Department of Administrative Services (“DAS”) under the provisions of CONN. GEN. STAT. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded

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value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals.

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.

- a. 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.

- b. 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.

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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 December 31, 2024.

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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.

- c. 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.

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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. SPECIFICATIONS

1. INTRODUCTION

The Town of Vernon, Connecticut is seeking proposals for design/ build construction and installation services of a 78’ x 85’ Pre-Fabricated Steel Building, to be built at 147 Bolton Road, Vernon, CT. The project consists of testing, remediation, and Demolition of existing dwelling and building a steel building on a concrete slab on a lot adjacent to the Town’s Senior Center. The structure will have footings/frost walls and either concrete slab on grade / CMU building or Pre-Cast Concrete elements for a pre-fabricated steel building to meet building manufacturers specifications, with a vertical roof system.

To facilitate the efficient execution of this work, the selected contractor shall prepare three (3) concept sketches for presentation and approval of the building committee, prior to developing final plans and specifications for the Vernon Building Official. 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 Vernon Building Official’s Office to insure timely inspection at key points of the construction. Additionally, the Selected Contractor shall attend regular progress meetings with the Building Committee.

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Questions about this RFP should be emailed to Dwight Ryniewicz, Director of Public Works Department, at dryniewicz@vernon-ct.gov, no later than **Thursday, December 5, 2024** at 3:30 PM. Answers to questions received will be posted by **Tuesday, December 10, 2024** 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 #2148. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Two (2) copies of the proposal should be submitted in a sealed envelope marked “**BID DOCUMENT- DO NOT OPEN - CONTRACT #2148**” clearly marked on the outside of the envelope to: John W. Kleinhans, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Tuesday, December 17, 2024 at 10:00 AM**. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Tuesday, December 17, 2024 at 10:00 AM**. Bid results will be posted on both the Town and DAS websites.

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 one month, the Contractor shall develop and present to the Building Committee three alternate concept plans, for selection as the Project Concept. The approved scheme will be detailed and a final design shall be completed and presented to the Building Committee. After Committee approval, the design shall be sent to the Vernon Building Official and Fire Marshall for review and permitting. Any required revisions to the design 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 Vernon. 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 Contractors responsibility to schedule and coordinate workflow, material delivery and required inspections. The Contractor shall conduct testing, remediation, and demolition of existing dwelling. The Contractor shall provide temporary site fencing to secure building area and material storage and provide temporary toilet facilities convenient to the work area. The Contractor shall provide a dumpster for packaging, debris, construction waste – no burning or burial will be permitted.

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.

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

3. Base Slab

The Contractor shall provide construction staking to ensure the building is correctly placed with regard to the location and elevation. Any perimeter walls and all point loads within the building shall have full footings and frost walls/columns, with rebar as required. The Contractor shall provide compacted bank run gravel backfill and provide and pressure test all piping to be installed under slab. The base slab shall meet building manufacturers specifications. The slab shall be polish finished with color additive as directed by the Building Committee. The Contractor shall include concrete walkways with ADA pads if required.

4. Building - Galvanized Steel Framework Double Coated (or equivalent coating) 78x85 foot building. The interior height of the building shall be 18 (eighteen) feet. The Contractor shall include labor cost to erect steel building.

- a. Certification 60psf/115mph
- b. Horizontal sides closed
- c. Horizontal ends closed
- d. Exterior surfaces painted, color TBD.

5. Insulation

The contractor shall provide vinal faced fiberglass insulation.

6. Roof

The contractor shall frame the steel roof with skylights, and steel sheet sides.

7. Windows, Doors, trim

All windows to be Commercial grade, vinyl covered wood sash and frames and non-operational Contractor shall:

- a. Provide one (1) 1 Double Door Main Entry, doors configured for electronic latches and FOB reader, one main entry door automatic for handicap accessibility
- b. Provide two (2) Walk in doors – 36x80 inches (Rear sides)
- c. Provide four (4) Windows – 30x36 inches fixed on sidewalls.
- d. Provide four (4) Windows – 30x36 inches fixed back wall of building.
- e. Provide four (4) Windows – 30x36 inches fixed front wall one on each side of main entry.
- f. Provide six (6) Skylights equally spaced.

8. Electrical Contractor shall:

(Design Build) Power to be supplied from existing building. High efficiency LED lighting, outlets, exit signs, emergency lighting, rest room lighting, LED flood lights one each side. Entry door lights.

- a. 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 300watt wall mounted heaters with tamper proof thermostat controls.
- b. Provide exterior convenience lighting with 10Watt 2700° LED full cutoff light at each entrance door (6 locations), on separate 120volt 15amp circuit controlled by light sensor and time clock.
- c. Provide battery backup illuminated 'EXIT' lighting at each exterior doorway.
- d. Provide security cameras, 360-degree view front and rear of building, and FOB system to be Avigilon.

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9. HVAC Contractor shall:

(Design Build) HVAC to include high efficiency high seer heat pumps.

10. Interior Contractor shall:

- a. Provide 18-gauge galvanized steel studs and plates for interior demising walls.
- b. Provide 5/8" water resistant sheet rock for base surface on walls and ceiling of Restrooms. Sheet rock and joint compounds to be free of asbestos.

11. Plumbing Contractor shall:

- a. Potable water connection to be made to existing Senior Center.
- b. Provide new 1" potable line tapped upstream of RPD for domestic water.
- c. Provide hot and cold home run service lines to each restroom.
- d. Provide means of draining 'above-grade' lines to winterize facility.
- e. Provide one frost free hydrant exterior to the building near the restrooms.
- f. Provide one drinking fountain with bottle filler to meet handicap requirements for height.
- g. Sewer connection shall be made to existing septic system.
- h. Installation of Sprinklered fire suppression system.

12. Restroom. The restrooms installed by Contractor shall be:

Fiberglass/PVC panel finish surface for walls and ceiling, floor drain to septic, venting, heater/thermostat, fixtures, lighting, ADA Alarm, fold down changing table, signage.

- a. one (1) lavatory for the Female Restroom.
 - i. Provide one (1) ADA toilet.
 - ii. Provide three (3) conventional toilets.
 - iii. Provide three (3) sinks.
 - iv. Provide one (1) ADA sink.
- b. one (1) lavatory for the Male Restroom.
 - i. Provide one (1) ADA toilet.
 - ii. Provide one (1) conventional toilet.
 - iii. Provide two (2) urinals.
 - iv. Provide three (3) sinks.
 - v. Provide one (1) ADA sink.
- c. Provide commercial grade wall mounted fixtures, including partitions, tank-style toilets, urinal, sink, soap and paper dispensers and changing table.
- d. Provide floor drain in each area.
- e. Provide ADA appropriate grab bars, drain covers, pull alarms connected to exterior lamps in each unit.
- f. In addition to sheet rock, provide FRP covering on the walls to 8ft height and vinyl base transition.
- g. Above that level, prime and paint two (2) coats interior latex silver point satin or semi-gloss on walls.
- h. Prime and paint two (2) coats interior latex white on ceilings.

13. Site Work / Landscaping Contractor shall:

- a. Connect building sewer and waste lines to the existing septic system.
- b. Provide five-foot-wide concrete walkways from parking areas to pre-fab steel building, meeting ADA requirements. Parking areas to be paved. 2-inch compacted asphalt base coat, 2-inch compacted asphalt top coat. sidewalk surface to be 5' wide and meet ADA requirements for slopes.
- c. The contractor shall install storm water drainage per site plan.

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The Selected contractor shall provide all equipment, labor and materials to remove the existing structure, septic system, well(s) in accordance with Industry Standards. This includes obtaining the necessary permits from the Health Department, Building Department and the Fire Marshall’s office. Disposal of all residual materials shall be done off site in a lawful manner, with no additional cost to the project.

The selected contractor shall provide construction staking of all proposed elements, executed by a CT. Licensed Land Surveyor in accordance with the approved plan. Key coordinates and benchmarks shall be provided by the Town of Vernon and all reference points shall be on that base and datum. Stakes disturbed for any reason shall be reset at the contractor’s expense. At the conclusion of the project the Contractor shall engage the services of a CT. Licensed Land Surveyor to prepare an As-Built Record Drawing complying with the standards of the Engineering Department. This Survey shall include all surface and subsurface details associated with these improvements, and the contractor shall provide swing ties to key features and may be require to have their Surveyor on site from time to time to capture data that might be lost as the work advances.

Earth products, cleared trees and brush shall be removed as soon as possible from the site. Materials subject to erosion shall be temporarily protected from such loss by using stockpiles, sediment and erosion control barriers, temporary seeded and dust control measures as needed. Topsoil reserved for restoration at the completion of the project shall be likewise protected. Earth moving equipment shall not be operated outside of the hours of 7am to 7pm, Monday through Saturday. This includes warmup and servicing.

Throughout the period of active construction, the contractor shall be mindful of the existing Senior Center Facility’s Programs and Activities. Mobilization, deliveries and activities including daily arrival and departure of workers will use the shared driveway entrance. If needed the contractor shall provide temporary signage and or barriers to provide safe ingress and egress of the patrons and staff of the Vernon Senior Center.

The extension of water, fire suppression, subsurface sewage disposal, gas, power and communication utilities shall be coordinated with the various Utilities to provide for the installation of all conduits, piping, valves, handholes and similar elements as needed to service the new building. The connection of building sewer and waste lines to the existing septic system. The contractor shall install storm water drainage per site plan.

The Contractor shall provide five-foot-wide concrete walkways from parking areas to pre-fab steel building, meeting ADA requirements. Parking areas to be paved. 2-inch compacted asphalt base coat, 2-inch compacted asphalt top coat. sidewalk surface to be 5’ wide and meet ADA requirements for slopes.

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TOWN OF VERNON CONTRACTOR’S CHECKLIST

PROJECT: Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT 06066

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

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

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BID PROPOSAL
Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT 06066

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:

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

Bid Detail Summary –

Item	\$ value words	\$ value in numerals
1. Design fees		
2. Plan Development		
3. Mobilize / demobilize		
4. Base slab		
5. Building		
6. Insulation		
7. Roof		
8. Windows, Doors, trim		
9. Electrical		
10. HVAC		
11. Interior		
12. Plumbing		
13. Restroom		
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: _____

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 _____

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building
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 _____, 2024 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 _____, 2024, 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)

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(Business Address)

Town of Vernon
Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building

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 _____

Town of Vernon
Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building
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)

Town of Vernon
Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building
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
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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.)

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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

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 _____, 2024.

 (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:	

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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>	Complete	Completion
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

Town of Vernon
Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building

9. General character of work performed by your firm:

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

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

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

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

Town of Vernon

Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building

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

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

14. List major equipment available for this Contract:

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

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

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

Town of Vernon

Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building

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:

Town of Vernon

Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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.

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 _____, 2024

Notary Public
My Commission Expires

TO: _____

**PROJECT DESCRIPTION: Town of Vernon Contract #2148 -
Installation of 78’ x 85’ Pre-fabricated Steel Building**

The Town of Vernon has selected your firm as the apparent low bidder to provide design/ build construction and installation services of a 78’ x 85’ Pre-Fabricated Steel Building, to be built at 147 Bolton Road, Vernon, Connecticut, in response to its advertisement for bid dated, December 17, 2024, 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.

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 _____, 2024.

TOWN OF VERNON, CONNECTICUT

By: _____

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 _____, 2024

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 _____, 2024, a copy of which is hereto attached and made a part hereof for
the construction of:

Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT

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 _____, 2024

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.

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building
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 _____, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT

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 _____, 2024.

ATTEST:

(Principal) Secretary

Principal

By: _____

(SEAL)

Witness to Principal ATTEST:

Address/Zip Code

(Surety) Secretary

Surety

By: _____

(SEAL)

Witness to Surety

Attorney-in-Fact

Address/Zip Code

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 _____, 2024, 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

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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:

Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT

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.

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

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 OF VERNON, 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 _____

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building

NOTICE TO PROCEED
(Refer to Agreement)

Date _____

TO: _____

PROJECT DESCRIPTION:

Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT

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: _____

Town of Vernon
Contract #2148 – Installation of 78’ x 85’ Pre-fabricated Steel Building
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_____.

Town of Vernon
Contract #2148 – Installation of 78' x 85' Pre-fabricated Steel Building

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 _____

Town of Vernon
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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 _____, 2024, 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: _____

Town of Vernon
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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

Town of Vernon
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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.

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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 Installation of 78’ x 85’ Pre-fabricated Steel Building at
147 Bolton Road, Vernon, CT.

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 _____, 2024 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: _____

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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.

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TOWN OF VERNON
CHANGE ORDER

PROJECT: Installation of 78’ x 85’ Pre-fabricated Steel Building at 147 Bolton Road, Vernon, CT

Contract #2148 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: _____

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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 Vernon 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

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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.

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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.