


DEPARTMENT OF
ENVIRONMENTAL AFFAIRS
Telephone (203) 563-0180
Fax (203) 563-0284



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

MEMORANDUM

TO: Board of Selectman

FROM: Michael Conklin, Director of Environmental Affairs 

DATE: January 20, 2023

RE: **DRAFT CONTRACT REVIEW & FINAL PROJECT COST ESTIMATES
SCHENCK'S ISLAND PARKING LOT PROJECT**

The Schenck's Island parking lot project went out to bid this past fall and two (2) bidders responded to the RFP. Reliable Excavating Co., Inc. was the low bidder. Doug LoMonte, Town Counsel, drafted a contract between the Town of Wilton and Reliable Excavating Co., Inc. for the project. I am requesting the Board of Selectman review the draft contract (attached) and approve it subject to Town Counsel and the contractor working out any final minor changes requested by the contractor.

I have prepared an updated project cost outline (below) for your review and approval. This outline was completed based on the bid package received from Reliable Excavating Co., Inc. and further review from Frank Smeriglio, Director of Public Works.

Schenck's Island Parking Lot Project

Low Bid Amount – Reliable Excavating Co., Inc.	\$ 191,500.00
10% Contingency	\$ 19,150.00
10% Construction Inspection Assistance	\$ 19,150.00
Total Project Costs	\$ 229,800.00

DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the **5TH** day of **JANUARY** in the year **2023**
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

and the Contractor:
(Name, legal status, address and other information)

RELIABLE EXCAVATING CO., INC.
15 BATES PLACE
DANBURY, CT 06810

for the following Project:
(Name, location and detailed description)

NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR
SCHENCK'S ISLAND
WILTON, CONNECTICUT

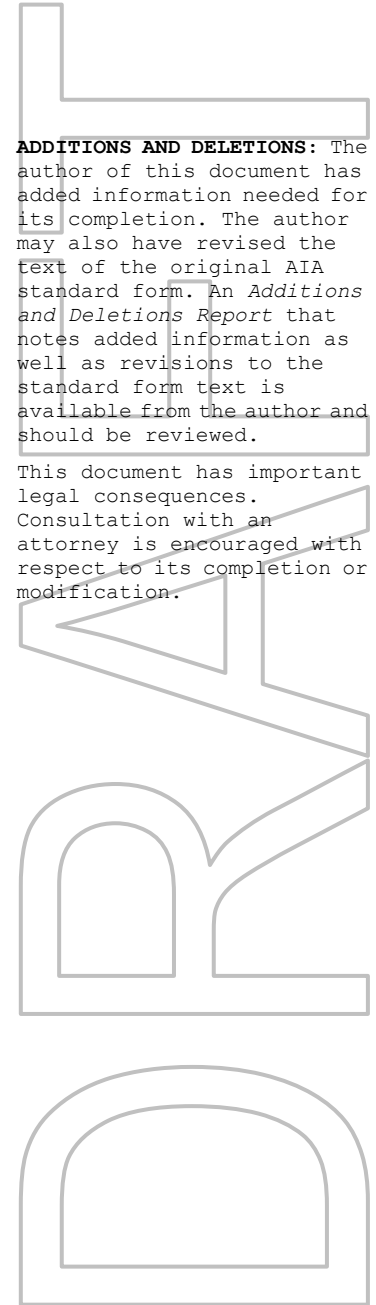
The Architect:
(Name, legal status, address and other information)

WILLIAM KENNY ASSOCIATES LLC
1899 BRONSON ROAD
FAIRFIELD, CT 06824

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

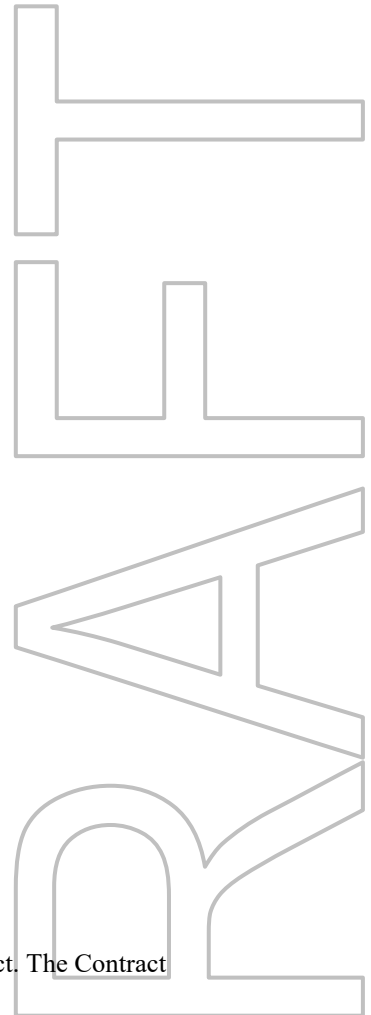


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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated MARCH 28, 2022, and enumerated as follows: CONSTRUCTION DOCUMENTS FOR PHASE 1 IMPROVEMENTS: PARK ENTRY & PARKING (10 PAGES)

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
1	10/12/2022	

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. *(Insert the date of commencement if other than the date of this Agreement.)*

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: *(Check the appropriate box and complete the necessary information.)*

Not later than « » (« ») calendar days from the date of commencement.

By the following date: JUNE 1, 2023

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

ONE HUNDRED NINETY ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$191,500.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: *(Itemize the Contract Sum among the major portions of the Work.)*

Portion of the Work	Value

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows: *(Identify each allowance.)*

Item	Price

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

- 20% UPON COMPLETION OF EARTH EXCAVATION
- 10% UPON COMPLETION OF UTILITY FINISH
- 10% UPON COMPLETION OF SITE LIGHTING
- 10% UPON COMPLETION OF GRANITE CURBING
- 10% UPON COMPLETION OF GRAVEL PAVEMENT
- 20% UPON COMPLETION OF LANDSCAPING
- 20% UPON SUBSTANTIAL COMPLETION OF PROJECT

5% WILL BE WITHHELD FROM EACH PAYMENT AS RETAINAGE

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

(Insert rate of interest agreed upon, if any.)

PRIME RATE

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase

in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

MICHAEL CONKLIN, DIRECTOR OF ENVIRONMENTAL AFFAIRS: MIKE.CONKLIN@WILTONCT.ORG
ANGELO GROSSI SR., PRESIDENT: RELIABLECO@SBCGLOBAL.NET

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents

shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for

subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

TOWN OF WILTON

RELIABLE EXCAVATING CO., INC.

OWNER *(Signature)*

LYNNE VANDERSLICE, FIRST SELECTWOMAN

(Printed name and title)

CONTRACTOR *(Signature)*

ANGELO W. GROSSI, SR., PRESIDENT

(Printed name and title)

LICENSE NO.:

JURISDICTION:

RIDER TO
AIA DOCUMENT A105 STANDARD SHORT FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR
BETWEEN
TOWN OF WILTON (OWNER)
AND
RELIABLE EXCAVATING CO., INC. (CONTRACTOR)
DATED JANUARY 5, 2023
PROJECT: NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR
SCHENCK'S ISLAND

The following provisions are incorporated into the above Agreement. Except as specifically indicated below, all capitalized words and phrases shall have the meanings ascribed to them in the Agreement.

1. *The following is inserted as new **Section 1.6**:* The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 1. Rider to AIA Document A105.
 2. Agreement.
 3. Exhibit A (RFP No. 2022-07)
 4. Exhibit B (Excerpts from Contractor's Proposal dated November 11, 2022).
2. ***Section 5.1** shall be deleted in its entirety and replaced with the following:* The Contractor shall, at its own expense and cost, obtain and keep in force during the entire duration of the Agreement the insurance coverages specified in Section 9 of Exhibit A (RFP).
3. *The following shall be inserted as new **Section 5.6**:* The insurance policies described in Section 5.1 are referred to herein as the "Policies". Upon execution of this Agreement and, upon request of the Owner, at every date for renewal of the Policies, the Contractor shall cause a Certificate of Insurance to be issued by an insurance agent licensed in the

State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal or reduction in limits of the Policy.

4. *The following shall be inserted as new **Section 5.7: Bonds.*** The Contractor shall furnish the following with sureties satisfactory to the Owner.
 - .1 A bond covering the Contractor's faithful performance of the Work, which bond shall be equal to one hundred percent (100%) of the Contract Sum and on which the Owner shall be shown as the obligee.
 - .2 A Payment Bond equal to one hundred percent (100%) of the Contract Sum.
5. *The second sentence of **Section 7.3** shall be deleted and replaced with the following:* In such case, the Owner may withhold payment to the extent reasonably necessary to reimburse the Owner for the cost of correction.
6. *The following new sections are added.*

§ 17.1 Out of State Contractors and Subcontractors. If the Contractor is an "unverified contractor", as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7)(C) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite proof set forth in subparagraph (B) of Section 12-430(7).

§ 17.2 Payment of Subcontractors. The following is required pursuant to Section 49-41a of the Connecticut General Statutes.

§ 17.2.1 The Contractor shall pay any amounts due any Subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Owner pays the Contractor for such labor or materials.

§ 17.2.2 The Contractor shall require in its agreements with each Subcontractor that such Subcontractor shall pay any amounts due any Sub-subcontractor, whether for labor performed or materials furnished, within thirty (30) days of the date the Contractor pays the Subcontractor for such labor or materials.

§ 17.3 Prevailing Wage. To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such persons to any such employee welfare

fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of the payment of contribution for such person's classification on each pay day. With each Application for Payment, the Contractor shall submit to the Owner's Designated Representative a certified payroll report broken down by week.

§ 17.4. Safety Training. To the extent required by Section 31-53b of the Connecticut General Statutes, Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268. Contractor shall also furnish proof, and shall cause its Subcontractors to furnish proof, that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 17.5. Water and Portable Toilet. Contractor will be responsible for all drinking water for personnel performing Work, including containers, ice and cups. Contractor will be responsible for providing a portable toilet for use by personnel performing Work at the Project site.

§ 17.6. Counterparts and Electronic Signatures. This Agreement and the Rider may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of the Contract Documents and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of the Contract Documents as to the parties and may be used in lieu of the original Contract Documents for all purposes.

{This space intentionally left blank. The next page is the signature page.}

OWNER

CONTRACTOR

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

{Signature page to Rider to AIA Document A105}

REQUEST FOR PROPOSALS (RFP)

FOR

NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND

RFP NUMBER #2022-07



ISSUE DATE: October 14, 2022

ISSUED BY: TOWN OF WILTON
238 DANBURY ROAD
WILTON, CT 06897

INQUIRIES: MICHAEL CONKLIN
DIRECTOR OF ENVIRONMENTAL
AFFAIRS
PHONE: 203-563-0182
EMAIL: mike.conklin@wiltonct.org

SUBMISSION
DEADLINE: Friday, November 11, 2022, 11:00 AM

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INVITATION TO BID

October 14, 2022

Sealed bids for the RFP NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND, RFP NO. #2022-07 will be received by the Town of Wilton until 11:00 A.M., FRIDAY, NOVEMBER 11, 2022 per the attached Notice to Bidders. No bids will be received after that hour.

Bids shall be rendered on the Bid Form provided and shall state clearly any exceptions to the Minimum Requirements and General Conditions. If required, clarification of the Minimum Requirements and General Conditions may be obtained via email by contacting Michael Conklin, Director of Environmental Affairs at mike.conklin@wiltonct.org. To receive consideration, such questions must be received by FRIDAY, OCTOBER 28, 2022 at 11:00 A.M. Only emailed RFIs will be accepted. The Town will notify all bidders of all RFIs and responses.

All bids are to be addressed to the Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly labeled:

RFP NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND

We hope to entertain a bid from your firm on that date.

Michael Conklin
Director of Environmental Affairs

**TOWN OF WILTON
NOTICE TO BIDDERS
RFP NUMBER #2022-07**

Sealed bids for the RFP NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND, RFP NO. #2022-07 will be received by the Town of Wilton until 11:00 A.M., FRIDAY, NOVEMBER 11, 2022 (the "Submission Deadline"). No bids will be received after that date and time.

The bid opening will take place at a later time that day and the results will be posted on the Town's website. All individual bidders will be notified of all of the results via email.

Copies of the RFP documents and information may be obtained by downloading said documents directly from the Town of Wilton's website www.wiltonct.org/bids.

All bids are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked:

RFP NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND

Each Bidder shall submit (1) one original and (2) two printed copies plus one e-copy via CD or Memory stick of its bid.

The Town of Wilton is an Affirmative Action/Equal Opportunity Employer.

Bidders shall comply with State mandated Guidelines, Equal Opportunity Employment Practices, and Safety and Health Regulations.

Bid security is required in the amount of ten percent (10%) of the bid and shall be in the form of a certified check or Bid Bond. A Performance and Payment Bond in the full amount (100%) of the contract is required and shall be included in the bid price. Oral, telephone and telegraphic responses will NOT be considered. A bidder may not withdraw a bid within ninety (90) days of the bid opening.

The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town also reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the bidder that it feels is best suited to complete the project. The RFP does not constitute a contract or offer of employment.

**TOWN OF WILTON
RFP NUMBER #2022-07
NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR
SCHENCK'S ISLAND**

PROJECT OVERVIEW

The Town of Wilton is soliciting bids from qualified contractors (“Bidders”) to provide all of the equipment, labor, materials and supplies for the construction of a new parking lot and associated site improvements at Schenck’s Island located in Wilton, Connecticut. The contractor shall construct the new parking lot and associated site improvements in accordance with the design of **William Kenny Associates and SG Engineering LLC plans titled “CONSTRUCTION DOCUMENTS FOR PHASE 1 IMPROVEMENTS: PARK ENTRY AND PARKING”** (the “Specifications”). The contractor shall, at its expense, obtain any and all required permits including electrical permits, inspections and tests. The Town will waive all municipal permit fees. Schenck’s Island is a municipal property located in Wilton Center.

MINIMUM REQUIREMENTS

The Town will reject bids, which do not meet the following requirements.

1. The bid must be delivered to the First Selectwoman’s office before the submission deadline.
2. The Bidder must indicate whether or not the Bidder plans to engage any subcontractors to perform work with respect to the project and indicate the name, address and specialty each subcontractor.
3. The Bidder must have at least five (5) years of experience with site development and construction in the State of Connecticut and must have constructed parking lots for non-residential customers within the past five (5) years.
4. The Bidder shall submit a list of Connecticut non-residential customers for whom the Bidder has installed a parking lot within the past five (5) years.
5. The Bidder shall submit at least three (3) references from non-residential customers for whom Bidder has completed a project with a similar scope of work. References should include the following:
 - Customer Name
 - Customer’s Contact Telephone Number and E-Mail Address
 - Project Description
 - Project Date(s)

The Town reserves the right to contact the Bidder's references regarding services performed. By submitting a bid, the Bidder authorizes the Town to contact its references.

GENERAL CONDITIONS

1. BID SUBMISSION

- a) Bids are to be completed, printed and signed by an authorized agent.
- b) Each bid submitted must be enclosed in a sealed envelope. The envelope shall bear the name and address of the Bidder. All bids are to be addressed to Town of Wilton, First Selectwoman's Office, Town Hall, 238 Danbury Road, Wilton, CT 06897 in a sealed envelope, which is clearly marked: RFP – NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND.
- c) All bids must be made on the attached Bid Form. All blank spaces for prices must be filled in, in ink or typewritten, and the Bid Form must be fully completed and executed when submitted. The person signing the Bid Form must be authorized by the organization to contractually bind the firm with regard to prices and related contractual obligations for the project.
- d) All bids must include a proposed construction timeline and a laydown and access plan.
- e) The Town reserves the right to correct, after Bidder verification, any mistake in a bid that is a clerical error, such as a price extension or decimal point error.
- f) No bid nor any modifications of or supplement to previously submitted material may be made by telephone, facsimile, or e-mail will be accepted or recognized. All Bidders are encouraged to be selective and to provide only relevant information necessary to convey their experience and qualifications for the required scope of work. Excessive material of a general nature should not be submitted.
- g) Bid Forms will be received until the Submission Deadline.

2. COSTS AND EXAMINATION OF SITE

- a) All costs associated with any response to this RFP, including the development of qualifications statements and participation in the selection process, are the sole responsibility of the Bidders. The Town will not reimburse any Bidder for such costs nor will any successful Bidder be permitted to negotiate such costs as part of any contract or agreement with the Town.
- b) Each Bidder is considered to have examined the work site to fully acquaint itself with the exact existing conditions relating to the work and to fully understand the work involved and the difficulties and restrictions regarding the proposed work. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

3. PREVAILING WAGE LAW AND PAYROLL CERTIFICATION.

- a) The project is subject to the Connecticut prevailing wage law. The contractor will be required to submit a payroll certification accompanied by a certified statement of compliance on a weekly basis to the Town. In addition, prior to commencing work, the contractor is required by law to complete and return to the Connecticut Department of Labor the Contractor's Wage Certification Form.
- b) The current schedule of prevailing wage rates to be used on this project, Connecticut Department of Labor Contractors Wage Certification Form, Payroll Certification Forms, Certified Statement of Compliance Form are attached as Exhibit A.
- c) The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker to be done under the contract documents and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes Section 31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.
- d) Pursuant to Connecticut General Statutes Section 31-53, the contractor and every subcontractor performing work on the project shall post the prevailing wage scale, as determined by the Labor Commissioner, in prominent and easily accessible locations at the job site, protected from the elements, or at such place or places as are used to pay its employees their wages. The contractor's attention is called to the requirement to pay, for the duration of the project, the annually adjusted prevailing wage rates in effect July 1st of each year, and the contractor's responsibility to acquire the annually adjusted prevailing wage rates.

4. STATE TAXES

- a) Connecticut General Statutes Section 12-458(a)(3) provides for an exemption from Motor Vehicle Fuels Tax in the purchases of motor fuel for the purpose of performing contractual services for a political subdivision of the State. Accordingly, Motor Vehicle Fuels Tax shall not be included in the bid.
- b) Connecticut General Statutes Section 12-430(7) puts certain responsibilities on parties that enter into agreements with non-resident contractors, including the withholding of five percent (5%) of each progress payment. Any bidder that is a *non-resident contractor*, as defined in Connecticut General Statutes Section 12-430(7), shall be required to file a bond with the Connecticut Department of Revenue Services to ensure compliance with Connecticut General Statutes Section 12-430(7).
- c) Each Bidder shall thoroughly familiarize itself with all laws, ordinances, regulations and rules requiring the payment of taxes, and each Bidder is responsible for checking with the State of Connecticut on items that may or may not be exempt and the steps which should be taken to obtain exemption.
- d) Each Bidder shall consult with his own counsel with respect to the applicability of all taxes.

- e) Appropriate exemption certificate(s) will be furnished to the contractor by the Town upon request.
5. **WITHDRAWAL OF BIDS.** The Bidder may withdraw any bid prior to the submission deadline, provided the Bidder's request for the withdrawal is delivered to the Town's Director of Environmental Affairs before the bids are opened. No Bidder may withdraw its bid within ninety (90) days after date of opening thereof.
6. **OBLIGATION OF THE BIDDER.** At the time of the opening of the bids, each Bidder will be presumed to be familiar with the RFP's Minimum Requirements and General Conditions, and to have read and be thoroughly familiar with the RFP's Minimum Requirements and General Conditions, and no allowance will be made for failure to have done so.
7. **SPECIFICATIONS.**
- a) If quoted materials and/or equipment do not meet or better the Specifications on ALL points, the Bidder must note ALL exceptions as separate attachments to the bid; otherwise, it will be presumed that the bid is in accordance with all Specifications. Each Bidder will be held responsible to have studied the Specifications, visited the site (if Bidder deems necessary), satisfied itself regarding all existing conditions and measurements, and to have included in the bid an amount sufficient to cover all work.
- b) If any Bidder finds discrepancies in the Specifications, or is in doubt as to the exact meaning, the Bidder should immediately notify the Town. The Town may then, at its option, issue an addendum clarifying the Specifications. The Town will not be responsible for oral instructions or misinterpretations of the Specifications.
- c) The Town reserves the right to issue addenda at any time prior to the Submission Deadline. All addenda will become part of the Specifications. Each Bidder should cover the addenda in its bid and acknowledge receipt of the addenda on the blanks provided therefore. It is the Bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this RFP.
- d) The Town reserves the right to require any or all Bidders to submit statements as to financial resources available for the project. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid. The competency and responsibility of Bidders, as well as the number of working days required for completion, will be considered in making an award.
8. **INQUIRIES AND ADDENDA.**
- a) All technical inquiries regarding this RFP shall be submitted by **11:00 a.m. on Friday, October 28, 2022** after which time no additional questions will be accepted. Technical inquiries should be addressed to **Michael Conklin, Director of Environmental Affairs** at mike.conklin@wiltonct.org. Answers to questions will be made available in writing by email and posted as an addendum on the Town web site.

- b) To communicate with any or all the Bidders to clarify the provisions of this RFP, the Town reserves the right to request additional information from any Bidder at any time after bids are opened.
- c) It is the sole responsibility of a Bidder to verify any addenda that may have been issued relating to this RFP prior to submission of a bid. Any notice of addendum shall be published on the Town's website: www.wiltonct.org/bids. Submission of a bid that does not address any changes or addenda may result in disqualification of a bid.

9. **INSURANCE.** The successful Bidder shall obtain the insurance coverages described below and maintain such coverages for the duration of the project, from a company or companies with an A.M. Best rating of A- (VII) or better. The insurance shall protect the Town from claims that may arise out of or result from the successful Bidder's obligations or from the obligations of any subcontractor or any other person or entity directly or indirectly employed by the successful Bidder or by anyone for whose acts said successful Bidder may be liable. The successful Bidder must require that all subcontractors, agents and assigns procure and maintain sufficient insurance protection. The successful Bidder shall not commence work until all insurance required of the successful Bidder has been procured and approved by the Town. For each policy, the successful Bidder shall provide the Town with certificates of insurance. The successful Bidder shall provide updated certificates of insurance at least 30 days before any renewal of any such coverage. The certificates shall require notice of cancellation to the Town according to policy provisions.

a. **Workers Compensation:** The successful Bidder shall provide workers compensation insurance required by law with employer's liability limits for at least the amounts of liability for bodily injury by accident of \$500,000 each accident and bodily injury by disease of \$500,000 including a waiver of subrogation. Full compliance with the United States Longshoremen's and Harbor Workers' Compensation Act and the Jones Act is required where applicable.

b. **Commercial General Liability Insurance:** The successful Bidder shall provide commercial general liability insurance including products and completed operations and including XCU coverage if applicable. Limits shall be at least: Bodily injury & property damage coverage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Coverage will continue three years after the completion of the work.

- The policy shall name the Town of Wilton as additional insured.
- Coverage will be provided on an occurrence basis and shall be primary and shall not contribute in any way to any insurance or self-insured retention carried by the town.

- The policy shall contain a waiver of subrogation in favor of the Town.
- The policy shall contain a broad form contractual liability endorsement or wording within the policy form to comply with the hold harmless and indemnity provision(s) of all agreements between the Town and the successful Bidder.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

c. Commercial Automobile Insurance: The successful Bidder shall provide commercial automobile insurance for any owned, non-owned or hired autos, in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. The policy shall name the Town as an additional insured and provide a waiver of subrogation.

d. Umbrella or Excess Liability Insurance: The successful Bidder shall provide an umbrella or excess liability policy in excess (without restriction or limitation) of those limits and coverages described in items (a) through (c). The policy shall contain limits of liability in the amount of \$2,000,000 each occurrence and \$2,000,000 in the aggregate. The Town reserves the right to require higher limits of umbrella or excess liability coverage depending on the scope of the agreement.

Each of the policies described above shall be underwritten by an insurance company licensed in the State of Connecticut to underwrite that particular form of insurance. Upon execution of the construction contract and, upon request of the Town, at every date for renewal of the policies, the contractor shall cause a certificate of insurance to be issued by an insurance agent licensed in the State of Connecticut. The Commercial General Liability and Automobile Insurance policies shall incorporate a provision requiring written notice to the Town at least thirty (30) days prior to any cancellation, nonrenewal or reduction in policy limits.

- 10. FORM OF CONSTRUCTION CONTRACT.** The successful Bidder will be required to sign a construction contract in the form of the latest revision published by the **American Institute of Architects (AIA) of A105-2017, Standard Short Form of Agreement Between Owner and Contractor**. The Town may attach a rider to the construction contract. For purposes of this RFP, references to “construction contract” shall be interpreted as “construction contract and rider, if applicable”. The Town will deliver a copy of the construction contract to the successful Bidder following notice of award. The construction contract will be subject to review and approval by the Town’s legal counsel.
- 11. BID BOND, PERFORMANCE BOND AND PAYMENT BOND, EXECUTION AND DELIVERY OF CONSTRUCTION CONTRACT.**

- a) A bid bond in AIA format payable to the Town must accompany each bid. The amount of the bid bond shall be ten percent (10%) of the bid price. The Town will return the bid bonds of all except the three lowest bidders after the bid prices are reviewed and compared. When the construction contract is executed, the bid bonds of the two remaining unsuccessful Bidders will be returned. The Town will retain the bid bond of the successful Bidder until the payment bond and performance bond has been executed and approved, after which bid bond will be returned. A certified check may be used in lieu of a bid bond.
- b) A performance bond and a payment bond, preferably in AIA format, each in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the Town, will be required for the faithful performance of the contract.
- c) Attorneys-in-fact who sign the bid bond, performance bond and payment bond must file with each bond, a certified and effective dated copy of their power of attorney.
- d) The successful Bidder will be required to sign and deliver the construction contract, the performance bond and the payment bond within two (2) weeks of the date that the Town delivers the construction contract to the successful Bidder for signing. If the successful Bidder fails to timely sign and deliver the construction contract, the performance bond and the payment bond, the Town may, at its option, consider the successful Bidder in default, in which case the bid bond accompanying the bid shall become the property of the Town.
- e) The Town, upon receipt of the signed construction contract, performance bond and payment bond, will sign the construction contract and deliver to the contractor a copy of the signed construction contract within a reasonable period of time. The returned signed construction contract shall be accompanied by a notice to proceed.

12. WORK SCHEDULE. The Town anticipates work on the project shall begin on or about **January 1, 2023** and be completed by **May 15, 2023**. Work shall be completed by May 15, 2023, or liquidated damages in the amount of \$100 per day shall be levied. Contractors shall submit their proposed schedule as part of the bid submission.

13. EVALUATION OF BIDS.

- a) The Town will evaluate the bids on the basis of a number of criteria, including, without limitation, price, qualifications, experience with similar projects, references and integrity.
- b) If the dollar value of one or more bids exceeds the amount of funds available for the project, the Town reserves the right to increase or decrease any class, item or part of the work.
- c) Bidders shall be experienced in the kind of work to be performed, shall have all equipment necessary for the performance of the work and shall possess sufficient capital to properly execute the work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if a Bidder cannot show that the Bidder has the necessary ability, material and equipment to commence the work at the time prescribed and thereafter to prosecute and complete the work for the price or within

the time specified. A bid may be rejected if the Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the work described in this RFP.

14. CONFLICT OF INTEREST. No elected or appointed official or employee of the Town, or member of a local public agency having jurisdiction within the Town, during his or her tenure or one year thereafter, shall be permitted to share in, have interest in or benefit from, directly or indirectly, any contract or agreement resulting from this RFP.

15. MISCELLANEOUS.

- a) The successful Bidder will be required to warranty all work completed for this project.
- b) All work activities performed in association with this RFP must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and regulations.
- c) Applicable laws and regulations relating to employment practices, nondiscrimination, safety and health regulations shall be adhered to by the contractor.
- d) All material testing and material certification shall be in accordance with State requirements.
- e) All restoration work shall include, but is not limited to return area to pre-existing conditions, grass restoration, asphalt restoration, etc.
- f) Contractor shall coordinate all required inspections with Eversource and the Wilton Building Department.
- g) All closeout documents must be in accordance with Town and State requirements.

16. NONDISCRIMINATION. The contract between the Town and the successful Bidder will include a non-discrimination clause providing that no person shall be denied or subjected to discrimination on account of any services or activities resulting from the contract on the grounds of sex, sexual orientation, gender identity or expression, race, color, creed, national origin, age (except minimum age and retirement provision), marital status, or the presence of any sensory, mental or physical handicap. Any violation of the provision shall be considered a violation of a material provision of the contract and shall be grounds for cancellation, termination or suspension in whole or in part of the contract with the Town and may result in ineligibility for further Town contracts. Bidders shall at all times in the procurement and construction process comply with all applicable municipal, state, and federal anti-discrimination laws, rules, regulations and requirements. The successful Bidder shall provide a non-discrimination certification. The Town is an AA/EEO employer, and encourages MBE and WBE firms to apply. The successful Bidder agrees to provide the Connecticut Commission on Human Rights and Opportunities ("CCHRO") with any information requested by the CCHRO concerning the Bidder's employment practices and procedures. The successful Bidder will cause the foregoing provisions to be inserted in all subcontracts for any of the work covered by the construction contract so that

such provisions will be binding upon each subcontractor.

17. **SMALL AND DISADVANTAGED BUSINESS ENTERPRISES.** The contractor is required to coordinate all CCHRO matters and obtain approvals directly with CCHRO.

18. **RESERVATION OF RIGHTS.** The Town reserves the right to reject any, or any part of or all bids for any reason; to waive informalities and technicalities; and to accept the bid which the Town deems to be in its best interest, whether or not it is the lowest cost bid. The Town reserves the right to review the bids and reject all bids or take no action or elect not to select any bid. The Town reserves the right to cancel the RFP at any time and to reissue this or a substitute RFP at a later date. The Town reserves the right to review the bids and decide not to undertake the project. In its sole discretion and without prejudice, the Town will award a contract to the Bidder that the Town feels is best suited to complete the work. The RFP does not constitute a contract or offer of employment.

**TOWN OF WILTON
RFP NUMBER #2022-07
NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR
SCHENCK'S ISLAND**

BID FORM

Proposal of _____ (the "Bidder"), organized and existing under the laws of the State of _____, as to the Town of Wilton (the "Town").

In compliance with your RFP, Bidder submits this bid for the **NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND** project in the Town of Wilton, Connecticut together with all related incidental and appurtenant work as described in the Specifications. The work is to be done in strict accordance with the Specifications within the time set forth therein, and at the price stated in this bid. By submission of this bid, the Bidder certifies, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on or before a date to be specified in the notice to proceed, and to complete the work in accordance with the following schedule.

Completion Date

(Bidder shall submit a proposed completion date for Town Review) MM/DD/YYYY):

Bidder has attached a proposed laydown and access plan for the project.

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the submission deadline.

Upon receipt of notice of award, the Bidder shall execute a formal written contract as described in the RFP. The attached bid bond in the sum of _____ Dollars (\$ _____) is to become the property of the Town if the Bidder fails to deliver the signed construction contract, performance bond and payment bond within the time limits prescribed in the RFP.

The undersigned hereby declares that, in regard to all conditions affecting the work to be done and the labor and materials required, this bid is based on his investigations and findings, and the Town and its elected and appointed officials, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates,

borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Wilton or its elected or appointed officials, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions.

The undersigned declares that she/he has carefully examined the RFP's Minimum Requirements and General Conditions.

Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. _____, dated _____
Addendum No. _____, dated _____
Addendum No. _____, dated _____

Bidder will complete the work in accordance with the RFP, specifications and the plans for the following total bid price: \$_____ (in words)

_____.

The following subcontractors will be engaged by Bidder to perform work on the project:

Subcontractor Name	Business Address	Specialty / Trade

EXCEPTIONS (if any): _____

COMPANY NAME: _____

STREET ADDRESS: _____

CITY & STATE: _____ ZIP CODE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

NAME OF PERSON SIGNING: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____

**EXHIBIT A
PREVAILING WAGE FORMS**

In Process: To Be Provided as an Addendum

**TOWN OF WILTON
RFP NUMBER #2022-07
NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR
SCHENCK'S ISLAND**

BID FORM

Proposal of Reliable Excavating Co, Inc. (the "Bidder"), organized and existing under the laws of the State of Connecticut, as to the Town of Wilton (the "Town").

In compliance with your RFP, Bidder submits this bid for the **NEW PARKING LOT AND ASSOCIATED SITE IMPROVEMENTS FOR SCHENCK'S ISLAND** project in the Town of Wilton, Connecticut together with all related incidental and appurtenant work as described in the Specifications. The work is to be done in strict accordance with the Specifications within the time set forth therein, and at the price stated in this bid. By submission of this bid, the Bidder certifies, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on or before a date to be specified in the notice to proceed, and to complete the work in accordance with the following schedule.

Completion Date
(Bidder shall submit a proposed completion date for Town Review) MM/DD/YYYY):
06/01/2023

Bidder has attached a proposed laydown and access plan for the project.

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the submission deadline.

Upon receipt of notice of award, the Bidder shall execute a formal written contract as described in the RFP. The attached bid bond in the sum of 10% of bid Amount Dollars (\$ 10% of bid) is to become the property of the Town if the Bidder fails to deliver the signed construction contract, performance bond and payment bond within the time limits prescribed in the RFP.

The undersigned hereby declares that, in regard to all conditions affecting the work to be done and the labor and materials required, this bid is based on his investigations and findings, and the Town and its elected and appointed officials, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by any estimates,

borings, water or underground conditions relative to the proposed work, indicated in this or in the other contract documents; that no warranty or representation has been made by the Town of Wilton or its elected or appointed officials, agents and employees as to subsurface soil or rock conditions, ground water, or other underground and similar conditions.

The undersigned declares that she/he has carefully examined the RFP's Minimum Requirements and General Conditions.

Acknowledgement of Addenda

Bidder hereby acknowledges receipt of all Addenda through and including:

Addendum No. 1, dated 10/27/2022
Addendum No. 2, dated 10/27/2022 - Received 11/9/2022
Addendum No. _____, dated _____

Bidder will complete the work in accordance with the RFP, specifications and the plans for the following total bid price: \$ 191,500.00 (in words) One Hundred Ninety One Thousand Five Hundred and 00/100 Dollars

The following subcontractors will be engaged by Bidder to perform work on the project:

Subcontractor Name	Business Address	Specialty / Trade
<u>Candlelight Electric</u>	<u>Danbury, CT</u>	<u>Electrician</u>

EXCEPTIONS (if any): N/A

COMPANY NAME: Reliable Excavating Co., Inc.

STREET ADDRESS: 15 Bates Place

CITY & STATE: Danbury CT ZIP CODE: 06810

AUTHORIZED SIGNATURE:  DATE: 11/11/2022

NAME OF PERSON SIGNING: Angelo W. Grossi Sr. TITLE: President

TELEPHONE: 203-743-4856 EMAIL: reliableco@sbcglobal.net

RELIABLE EXCAVATING CO, INC.

15 Bates Place ❖ Danbury, CT 06810
Ph: 203-743-4856 ❖ Fax: 203-743-7316
Email: reliableco@sbcglobal.net

November 14, 2022

Town of Wilton
238 Danbury Rd
Wilton, CT 06897

RE: RFP No. 2022-07 New Parking Lot and Associated Site Improvements for Schenck's Island
Wilton, CT

Proposed Construction Timeline

Project Start Date:	1/15/2023 weather permitting
Site Clearing and Grubbing:	1/15/2023 weather permitting
Erosion Controls:	1/30/2023 weather permitting
Demolition:	1/30/2023 weather permitting
Earth Excavation:	2/15/2023 weather permitting
Utility Rough:	2/30/2023
Utility Finish:	3/30/2023
Site Lighting:	4/30/2023
Granite Curbing:	4/30/2023
Gravel Pavement:	5/15/2023
Topsoil Seed Restoration:	5/15/2023
Landscaping:	6/1/2023
Project Completion Date:	6/1/2023

RELIABLE EXCAVATING CO, INC.

15 Bates Place ❖ Danbury, CT 06810
Ph: 203-743-4856 ❖ Fax: 203-743-7316
Email: reliableco@sbcglobal.net

Town of Wilton
238 Danbury Rd
Wilton, CT 06897

RE: RFP No. 2022-07 New Parking Lot and Associated Site Improvements for Schenck's Island
Wilton, CT

Equipment and Manpower

2005 Komatsu Excavator PC308LC-8 2.5CY
2008 Komatsu Excavator PC 228LC 1-3/4CY
2006 Komatsu Excavator PC78 1CY
2006 Komatsu Excavator PC78 1CY w/Hammer 1,500 lbs
2007 Komatsu Excavator PC 138 1.5CY
2007 Komatsu Excavator PC 138 1.5CY w/Hammer 2,500 lbs
1998 John Deere 544 Loader 3CY
2006 Komatsu 320 Loader 3.5CY
2014 CAT Backhoe 420-E
2015 CAT Backhoe 420-E w/Hammer 1,500 lbs
2015 CAT Backhoe 420-E
2000 Cat Dozer D3-C
1985 Cat Dozer D8K
1990 Cat Site Truck D25-A
2005 Kenworth T800 Triaxle
1993 Mack RD600 Triaxle 18CY
1998 Blawknex PF115 Paver
1990 Rex 10-20 Vibratory Roller
1995 I.R. DD25 Asphalt Roller
1996 I.R. D30 Asphalt Roller
2007 Wacker Trench Compactor
2005 Target 30" Road Saw
2000 M.Q. 200CFM Compressor
1999 Trench Box 4'x12'x6'
2011 Jumping Rammer
2014 Plate Tamper
2008 Demolition Saw 36"
Miscellaneous Tools and Forms
Chain Saw
Foremen
Operators
Truck Drivers
Masons
Laborers



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International New England, LLC 1520 Highland Avenue Cheshire CT 06410		CONTACT NAME: HUB International NE PHONE (A/C, No., Ext): 203-729-5261 FAX (A/C, No): 203-729-4343 E-MAIL ADDRESS: nee.cheshire.info@hubinternational.com	
INSURED Reliable Excavating Co., Inc.; Reliable Construction, Inc. G & F Rentals, LLC 15 Bates Place Danbury CT 06810		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Arbella Protection Insurance Company 41360 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 565925601** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	8500069639	2/25/2022	2/25/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	1020119817	8/10/2022	8/10/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4620090619	2/25/2022	2/25/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4220085234	6/18/2022	6/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RFP #2022-07 - New Parking Lot and Associated Site Improvements for Schenck's Island

Town of Wilton is additionally insured with respects to general liability, auto liability, and umbrella policy.

CERTIFICATE HOLDER Town of Wilton 238 Danbury Road Wilton CT 06897	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



Bid Bond

CONTRACTOR:

(Name, legal status and address)

Reliable Excavating Co., Inc.
15 Bates Place
Danbury, CT 06810

SURETY:

(Name, legal status and principal place of business)

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

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

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

OWNER:

(Name, legal status and address)

Town Of Wilton
238 Danbury Rd.
Wilton, CT 06897

BOND AMOUNT: Ten percent of the total amount bid (10%)

PROJECT:

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

New Parking Lot and Associated Site Improvements for Schenks Island
Schenks Island Park - Old Ridgefield Rd., Wilton CT

Project Number, if any:

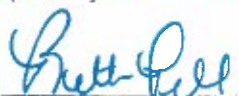
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the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

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

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

Signed and sealed this 11th day of November, 2022


(Witness)


(Witness) Ruth Pell

Reliable Excavating Co., Inc.

(Principal)

(Seal)

(Title)

President

Western Surety Company

(Surety)

(Seal)

(Title)

Todd Stein (Attorney-In-Fact)

Init.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Mark Levinson, Todd Stein, Jeff McQuate, Individually

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflatt

Paul T. Bruflatt, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

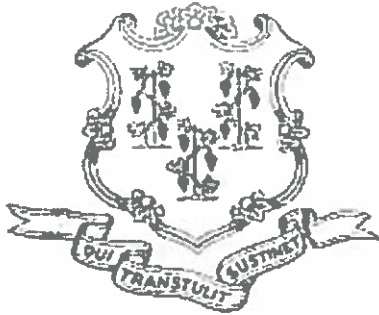
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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





State of Connecticut Insurance Department

This is to Certify, that Western Surety Company

having complied with the laws of the State of Connecticut is licensed to transact in this state until the first day of May 2023 unless this license be sooner revoked, the following lines of insurance:

10 - LIABILITY OTHER THAN AUTO (BODILY INJURY AND PROPERTY DAMAGE)
14 - FIDELITY AND SURETY

*Witness my hand and official seal, at HARTFORD, CT
the 1st day of May, 2022*



A handwritten signature in blue ink, likely belonging to the Insurance Commissioner.

Insurance Commissioner

Certificate of Authority and Compliance

www.ct.gov/cid
P.O. Box 816 Hartford, CT 06142-0816
Affirmative Action Equal Employment Opportunity Employer

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2021

ASSETS

Bonds	\$ 1,940,298,870
Stocks	19,721,943
Cash, cash equivalents, and short-term investments	32,146,891
Receivables for securities	140,000
Investment income due and accrued	17,433,547
Premiums and considerations	54,366,110
Amounts recoverable from reinsurers	3,204,634
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	14,565,007
Receivable from parent, subsidiaries, and affiliates	14,891,869
Other assets	1,037
Total Assets	\$ 2,096,769,908

LIABILITIES AND SURPLUS

Losses	\$ 214,859,103
Loss adjustment expense	48,667,258
Commissions payable, contingent commissions and other similar charges	10,885,216
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	2,781,662
Federal and foreign income taxes payable	300,285
Unearned premiums	263,317,295
Advance premiums	6,618,279
Ceded reinsurance premiums payable (net of ceding commissions)	5,081,348
Amounts withheld or retained by company for account of other	10,237,011
Provision for reinsurance	6,261,560
Payable to parent, subsidiaries and affiliates	7,170
Payable on security transactions	35,226
Other liabilities	155,189
Total Liabilities	\$ 569,206,602

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,236,667,111
Surplus as regards policyholders	\$ 1,527,563,306
Total Liabilities and Capital	\$ 2,096,769,908

I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2021, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2022.

My commission expires:

By Christopher Lopatowski
Notary Public

