

Town of Colchester
ARPA Recovery Funding Request Application

Directions: Please fill in all fields. Once completed, either print and drop off this application to the First Selectman's office located at 127 Norwich Ave, Colchester, CT 06415, or save a copy and email to ARPA@ColchesterCT.gov. If you have questions please email ARPA@ColchesterCT.gov. Please include any additional documentation you feel would help in the application process. Submit only one project per application (submit multiple applications if you have multiple projects).

Important: Applicant must demonstrate that the funding use directly addresses a negative economic impact of the COVID-19 public health emergency.

Applicant Background Information

Applicant Name:	Steven Hoffmann	Date Prepared:	09/16/2022
Applicant email:	firechief@colchesterct.gov	Applicant Phone:	860-537-2515
Department / Business / Establishment Name:	Colchester Hayward Fire Department		

Project Details

Project Title:	Fire Headquarters Parking Lot	Anticipated Start Date:	10/01/2022
Total Funding Request Amount:	\$ 190,000	Anticipated Length of Time to Complete Project:	
On a scale of 1 (Not Urgent) - 10 (Very Urgent), how urgent is this request? Please explain.	9 - The parking lot is in critical need of replacement. Catch basins are undermining which can lead to failure with heavy fire apparatus. Poor Drainage, cracking		

Project Description (How will the funds be used?)

These funds will be used for the revitalization of the Fire HQ parking lot.

SCOPE OF PROPOSED WORK:

- 1) Saw cut all pavement edges to match existing/abutting pavement.
- 2) Remove and dispose of approximately 33,300 S.F. of existing asphalt pavement and associated bituminous concrete curbing.
- 3) Remove and dispose of 5 existing catch basins.
- 4) Install 5 new pre-cast concrete catch basins (type C-L or type C to match existing) and provide any processed gravel backfill around catch basin structures as needed to re-establish grade/base for new asphalt pavement.
- 5) Regrade existing base (add new processed gravel base as needed) to establish line and grade to properly drain all paved areas to new catch basins.
- 6) Furnish and install 2" compacted thickness of Class 1 Bituminous Concrete binder course.
- 7) Furnish and install 2" compacted thickness of Class 2 Bituminous Concrete surface course.
- 8) Furnish and install approximately 1150 L.F. of new 6 inch bituminous concrete lip curbing (BCLC) to match existing layout.
- 9) Restripe all parking space lines and pavement markings to match existing layout using retroreflective white pavement marking paint.
- 10) Backfill new curbing with loam & seed to re-establish lawn along parking lot perimeter and with crushed stone fill within center island area.
- 11) Contractor responsible for DOT encroachment permit necessary for work within the State's right of way for Old Hartford Road.

Justification (Please describe how your request addresses a negative impact to COVID-19.)

With COVID-19 winding down, the use of the firehouse is beginning to increase. This provides more vehicle traffic and apparatus traffic. The heavy apparatus provide heavy weight to an already deteriorating surface. This heavy weight on the existing catch basins are potentially going to cause a catastrophic failure from the undermining that is occurring from water run off. Rehabilitating a paved parking lot that is over 20 years old will serve the general public as well as the firefighters who depend on this fire house and utilize it daily. Pavement, curbing and catch basins will be removed and recycled and all new installed to prevent any caving in of the aged and deteriorating parking lot area. The firehouse is a well used and well loved part of the community. Colchester Hayward FD fields about 2,200 calls per year with a mix of paid staff (11) and volunteers (75) responding to fire, rescue and EMS calls including the members of the public that come to the fire station for blood drives, fundraisers and as town shelter during emergencies.

Briefly explain the positive impact your project will have on the community:

The revitalization of the HQ parking lot will eliminate the risk of failure from the heavy fire apparatus. This will also ensure a flat surface for pedestrian traffic and vehicle traffic that frequent the fire station. The site is a hub and safety net for the general public as a cooling center and a site for a town shelter in case of major incident such as flooding or power outage. Upgrading catch basins will protect water quality of storm water and ease any flooding issues by capturing storm water.

Describe the impact to your department / business / establishment if ARPA funds are NOT approved:

Not approving this request could greatly impair the operations of the fire department potentially causing catastrophic safety issues and need to be funded via other sources within the budget.

**Budget Overview (How will the ARPA funding be spent?)
(If more room is needed, please attach additional spreadsheet)**

Budgeted Item / Service	Budgeted Amount	Notes
HQ Parking Lot	\$ 190,000	See attached awarded bidder for project
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL:	\$	

**ATTACHMENT 2
BID FORM/CONTRACT AGREEMENT**

Rehabilitation of Firehouse 1 parking lot at 52 Old Hartford Road, Colchester CT.

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW: BIDDER MUST SIGN BID FORM

COMPANY NAME & ADDRESS: B&W Paving & Landscaping LLC

305 Butlertown Road

Oakdale, CT 06370

TELEPHONE #

860 572-9942

EMAIL

betty@bandwpaving.com

REPRESENTED BY:

James Wray, Member

(NAME & TITLE)

INSTRUCTIONS: The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the Firehouse 1 Parking lot and proposed scope of work for the Rehabilitation of Parking lot and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the lump sum as indicated below.

The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the lump sum price stipulated in the Bid for all items listed in the scope of proposed work completed subject to final acceptance by The Town of Colchester.

Contract Documents: The executed contract documents shall consist of the following:

- Bid Bond
- Addenda
- Invitation to Bid
- Instructions to Bidders


- Signed Copy of Bid Form/Contract Agreement
- Attached Drawings & Photos
- Insurance Requirements
- Notice of Award

THIS AGREEMENT, together with other documents enumerated above, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part enumerated above, shall govern, except as otherwise specifically stated.

BASE BID

Item #	Description	Price for item
1)	<u>Lump sum price</u> for Rehabilitation of Firehouse 1	
	Parking lot as detailed in the proposed scope of work.	<u>190,000.00</u>

Total of bid amount written in words: One hundred ninety thousand dollars zero cents

B&W Paving & Landscaping LLC	
Bidders Name (print)	Authorized Signature
305 Butlertown Rd, Oakdale, CT 06370	860-572-9942 6/8/22
Bidders address:	phone # Date:

Andreas Bisbikos – Colchester First Selectman	Date:
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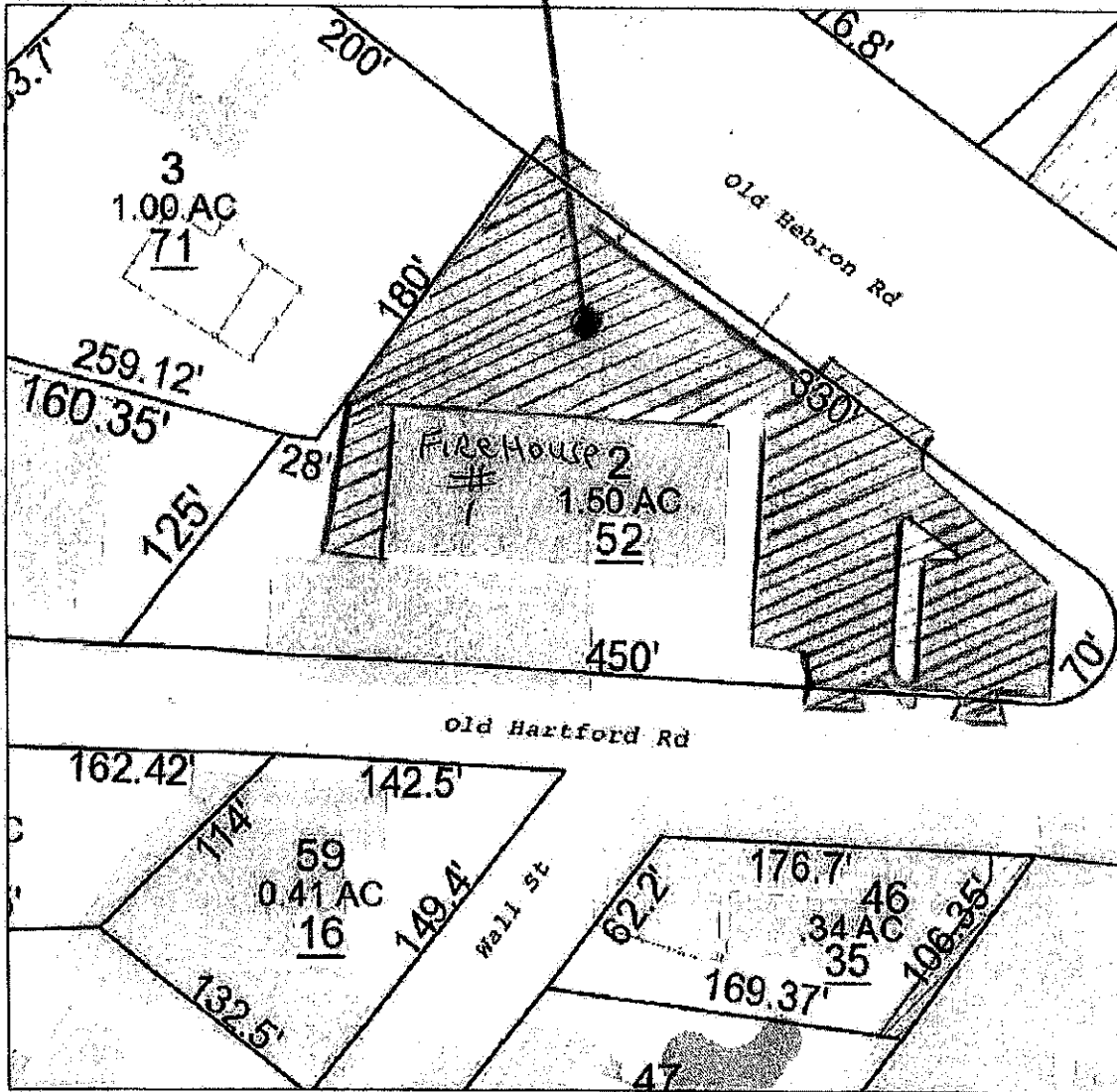
ATTACHMENT 3 MAPPING OF FIRE HEADQUARTERS PARKING LOT

Town of Colchester
Geographic Information System (GIS)

PARKING LOT REHABILITATION
**PROJECT LIMITS
(SHADED)**



Date Printed: 4/21/2022



Document A310™ – 2010

COPY

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

B & W Paving & Landscaping, LLC
305 Butlertown Road
Oakdale, CT 06370

SURETY:

(Name, legal status and principal place of business)

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Mailing Address for Notices

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 Colchester
127 Norwich Avenue
Colchester, CT 06415

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

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

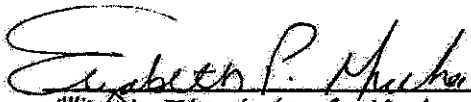
Rehabilitation of Fire Headquarters Parking Lot 2022-006

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 25th day of May, 2022.

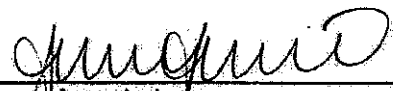


(Witness) Elizabeth P. Mucha

B & W Paving & Landscaping, LLC
(Principal) _____ (Seal)

By: 

(Title) James Welch, member



(Witness) Amanda Jovino

United States Fire Insurance Company
(Surety) _____ (Seal)

By: 

(Title) Victoria P. Parkerson, Attorney-in-Fact



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Victoria P. Parkerson

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office.

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

Surety Bond No.: Bid Bond
Principal: B & W Paving & Landscaping, LLC
Obligee: Town of Colchester

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on March 25th, 2024.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of March, 2019.

UNITED STATES FIRE INSURANCE COMPANY



A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey)
County of Morris }

On this 25th day of March 2019, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

SONIA SCALA
NOTARY PUBLIC STATE OF NEW JERSEY
NO. 2163686

Sonia Scala

Sonia Scala (Notary Public)

MY COMMISSION EXPIRES 3/25/2024

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of May, 2022.

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

COLCHESTER HAYWARD FIRE DEPARTMENT

Request for Proposal (RFP)

Rehabilitation of Fire Headquarters Parking Lot

Due June 8, 2022, at 2:00 p.m.

Bid #2022-006



52 Old Hartford Rd

Colchester, CT 06415

860-537-2512

BACKGROUND

The Town of Colchester and the Colchester Hayward Fire Department are soliciting proposals from qualified contractors (Vendors) to reclaim, regrade and pave as well as rebuild the catch basins the Fire Headquarters parking lot, located at 52 Old Hartford Rd. The selected Vendor will be required to coordinate the project work with fire department to minimize interruptions of day to day operations and emergency responses.

SCOPE OF WORK

Selected Vendor will be responsible for reclaiming, disposing of surplus, regrading and paving the parking lot as well as rebuilding catch basins for removal of water runoff.

LOCATION

Colchester Hayward Fire Department
Fire Headquarters
52 Old Hartford Road
Colchester CT 06415

REQUIREMENTS

Vendors and their contractor(s) must be prepared to comply with all state, federal and local requirements. Vendors are responsible for verifying site conditions. No allowances will be made if a Vendor fails to adequately examine a location before submitting a Proposal. All equipment shall be installed by a trained, insured, and certified installer. Following installation, a full and thorough audit of all newly installed equipment or product will be performed. The Vendor will be required to address and resolve any identified deficiencies within five (5) days of notification of the deficiencies by the Town.

BIDS

Bid documents shall be enclosed in a sealed envelope addressed to the Town of Colchester First Selectman's Office, 127 Norwich Ave, Suite 201, Colchester, CT 06415 and clearly marked "SEALED BID - Rehabilitation of Fire Headquarters Parking Lot 2022-006" along with the name of Bidder, date, and time of bid opening in order to guard against premature opening of the bid. Three (3) complete copies of the bid shall be furnished to the Bidder. Sealed bids will be received no later than Wednesday, June 8, 2022 prevailing time on June 8, 2022 at 2 PM, at which time and place said bids will be opened publicly and read aloud.

PRE-BID SITE VISIT

Pre-bid meeting and site visit will be held for Vendors on May 17, 2022 at 1PM. The pre-bid site visit will be held at Fire Headquarters, 52 Old Hartford Rd. Attendance to the pre-bid site visit meeting is mandatory.

PROPOSAL PROCESS

The proposal process will consist of a written proposal, which shall include the following items:

1. An introduction containing the following information:
 - a. A complete description of capability and history of the contractor.
 - b. History of similar projects completed within the last three years, including cost and client contact information.
 - c. A brief description of the proposed schedule including how the project would be organized.
 - d. A list of sub-contractors to be used on the project, if applicable
2. A list of not less than three (3) references including product or service provided, name of agency, contact person, phone number and/or e-mail.
3. Identify any state contract numbers or certifications. Such pricing is to be incorporated in the cost proposal(s).
4. Bid Form/Contract Agreement (Attachment 2) along with associated documentation requested
6. Anticipated lead time for equipment construction and delivery.

BID SECURITY

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid along with an Insurance Certificate shall be submitted with each bid. The Bid Bond shall be made payable to Town of Colchester and shall be properly executed by the Bidder and acceptable sureties. All bonds must be from sureties registered in the State of Connecticut.

PROPOSAL SUBMITTAL

By submitting a Proposal pursuant to this RFP, Vendor is indicating willingness to enter into the Agreement in the form attached to this RFP and is agreeing to furnish the insurance certificates and endorsements as required by the Agreement and this RFP. Furthermore, Vendor is deemed to have provided its assurance that it is able to meet the insurance requirements described in the Agreement. Bidder understands that failure to sign the Agreement and/or provide the insurance certificates and endorsements will cause Town to terminate the bid award

EVALUATION OF PROPOSALS

The Town of Colchester may review the written proposals and determine the top Vendor(s). Evaluation of the proposals will be conducted, based on the following:

- Responsiveness to the RFP and the criteria
- Proposed work for project
- Ability to meet established budgets

- Ability to put together a design and construction plan to perform all aspects of the project, possess appropriate certifications, licenses, and meet insurance requirements. Based on the proposal evaluations, the Town staff will make Vendor recommendation(s) to the Town of Colchester Board of Selectman. The Board of Selectman will make the final determination and select the Vendor for this project. Upon acceptance, the Town reserves the right to make minor changes to the selected design within the project scope and budget.

OTHER CONSIDERATIONS

This RFP does not commit the Town of Colchester to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to a Vendor for responding to this RFP. The Town is not bound to select any of the Vendors submitting proposals, and may, at its discretion, waive any irregularities in Proposals and their submittal. The Town reserves the right to reject any or all proposals, and to reissue the RFP in part or in its entirety.

The Town reserves the right to cancel or modify, for any or no reason, in part or in its entirety, this RFP including, but not limited to, selection schedule, submittal date, and submittal requirements, without prior notice. Notification of revisions to the RFP will be made by addendum posted on the bid webpage.

The Town reserves the right to verify the information received in the Proposal. If a Vendor knowingly and willfully submits false information or data, the Town reserves the right to reject that Proposal. If it is determined that a contract was awarded as a result of false statements or other data submitted in response to this RFP, the Town reserves the right to terminate the contract. The Town reserves the right to request additional information at any time from any and all Vendors which the Town deems necessary to evaluate Proposals.

All documentation and materials submitted in response to this RFP, will remain the property of the Town and will become a public record subject to the requirements of the State of Connecticut.

TENTATIVE SCHEDULE

Request for Proposals Released – May, 11, 2022
Pre-Bid Site Visit (Mandatory) – May 17, 2022
Proposals Due – June 8, 2022, 2:00PM
Tentative Contract Award - June 2022

*Vendor agrees to hold equipment and upon notification from Town Representative, coordinate delivery and installation of equipment at specified location undergoing site improvements. The date(s) for the installation of the irrigation equipment will be determined by the Town. Vendor is to coordinate activities to ensure that ball field closures have the least possible impact on the local sports leagues. Once installation is ordered by the Town, Vendor shall have two (2) weeks to deliver and begin installation.

ADDITIONAL INFORMATION

All requests for clarification or additional information must be submitted in writing via e-mail to Fire Chief Steve Hoffmann at shoffmann@colchesterct.gov or the Town Engineer, Sal Tassone at townengineer@colchesterct.gov.

Telephone communication with Town staff is not encouraged, and the Town is not bound by any clarifications, interpretations, corrections, or changes to the RFP that are made verbally or in any manner other than by written addendum. Interpretation or correction of the RFP will be made by addendum posted on the Town website and any addendum will be considered a part of the RFP and will be incorporated therein.

INVITATION TO BID
REHABILITATION OF FIREHOUSE HEADQUARTERS PARKING LOT
52 OLD HARTFORD ROAD, COLCHESTER CONNECTICUT

The Town of Colchester, Connecticut is soliciting sealed bids for the Rehabilitation of Firehouse 1 parking lot.

The project consists of removal of existing pavement and curbing, replacement of existing catch basin structures and installation of new pavement, new curbing, new catch basin structures and re-stripping of pavement markings.

A pre-bid meeting will be held at Fire Headquarters, 52 Old Hartford Road, Colchester on Wednesday, May 17, 2022 prevailing time on 1PM. Attendance is mandatory.

Sealed bids will be received at the office of the First Selectman of the Town of Colchester, 127 Norwich Avenue, Suite 201, Colchester, Connecticut 06415; Attention Mr. Andreas Bisbikos, First Selectman until but no later than June 8, 2022 at 2PM prevailing time on June 8, 2022, at which time and place said bids will be opened publicly and read aloud.

The Contract Documents including any drawings and scope of work may be examined at the office of the First Selectman at the Colchester Town Hall, 127 Norwich Avenue, Colchester, CT, during regular business hours. Copies of the Contract Documents may be downloaded from the Town of Colchester's website, <https://www.colchesterct.gov/doing-business-colchester>, under the RFP/RFQ tab.

A satisfactory Bid Bond or Certified Check, in an amount equal to five percent (5%) of the base bid along with an Insurance Certificate shall be submitted with each bid. The Bid Bond shall be made payable to Town of Colchester and shall be properly executed by the Bidder and acceptable sureties. All bonds must be from sureties registered in the State of Connecticut.

No Bidder may withdraw his Bid for a period of sixty (60) days after the date of Bid opening.

The award of a Contract, if awarded, will be to the lowest responsible qualified bidder, provided that the bid is reasonable and that it is in the best interest of the Town of Colchester to accept such bid. The Town reserves the right to accept or reject any or all Bids. Or waive any technicality in any Bid or part thereof, if deemed to be in the best interest of the Town of Colchester.

Andreas Bisbikos
First Selectman
Purchasing Authority

ATTACHMENT 1 SCOPE OF PROPOSED WORK/SPECIFICATIONS

SCOPE OF PROPOSED WORK:

- 1) Saw cut all pavement edges to match existing/abutting pavement.
- 2) Remove and dispose of approximately 33,300 S.F. of existing asphalt pavement and associated bituminous concrete curbing.
- 3) Remove and dispose of 5 existing catch basins.
- 4) Install 5 new pre-cast concrete catch basins (type C-L or type C to match existing) and provide any processed gravel backfill around catch basin structures as needed to re-establish grade/base for new asphalt pavement.
- 5) Regrade existing base (add new processed gravel base as needed) to establish line and grade to properly drain all paved areas to new catch basins.
- 6) Furnish and install 2" compacted thickness of Class 1 Bituminous Concrete binder course.
- 7) Furnish and install 2" compacted thickness of Class 2 Bituminous Concrete surface course.
- 8) Furnish and install approximately 1150 L.F. of new 6 inch bituminous concrete lip curbing (BCLC) to match existing layout or changes in layout that do not create use of more product.
- 9) Restripe all parking space lines and pavement markings to match existing layout using retroreflective white pavement marking paint.
- 10) Backfill new curbing with loam & seed to re-establish lawn along parking lot perimeter and with crushed stone fill within center island area.
- 11) Contractor responsible for DOT encroachment permit necessary for work within the State's right of way for Old Hartford Road.

Limits of proposed work are shown on the attached map labeled Parking Lot Rehabilitation Project Limits (Shaded) dated 4/21/22. (Existing paved area between firehouse building and Old Hartford Road to remain as is.)

All proposed work shall comply with the Town of Colchester Public Improvement standards/specifications and the State of CT DOT Standard Specifications for Roads, Bridges and Incidental Construction Form 817 or latest editions.

The successful bidder/contractor must coordinate construction schedule and possible phasing of work with Colchester Fire Chief to avoid/minimize disruption to firehouse services.

All proposed work shall be completed within 5 days of Notice to Proceed.

ATTACHMENT 4 INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Town in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the Town.

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Commercial General Liability Insurance shall be provided by an Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. The Town of Colchester shall be named as additional insured. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Employers' liability limits shall be no less than \$500,000 bodily injury per each accident, \$500,000 bodily injury by disease for each employee, \$500,000 bodily injury disease aggregate. Per project aggregate shall apply. Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- a. Explosion, collapse, or underground hazard (XCU)
- b. Products and completed operations
- c. Pollution liability
- d. Contractual liability

Coverage shall be applicable to Town for injury to employees of contractors, subcontractors, or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

Workers' Compensation Workers' Compensation insurance shall be provided on a state-approved policy form providing statutory benefits as required by law with employers' liability limits no less than \$500,000 bodily injury for each accident, \$500,000 bodily injury by disease for each employee, \$500,000 bodily injury disease aggregate.

Business Auto Coverage Business Auto Coverage or the exact equivalent shall be provided. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Excess or Umbrella Liability Excess or Umbrella Liability insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying

coverages. Minimum coverage limit of \$2,000,000 per occurrence, \$2,000,000 annual aggregate to apply. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to Town for injury to employees of contractor, subcontractors, or others involved in the Work. The scope of coverage provided is subject to the approval of Town following receipt of proof of insurance as required herein. Limits are subject to review.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of Connecticut and with A.M. Best rating of A- or better and a minimum financial size of VII.

Contractor and Town agree as follows:

1. Contractor agrees to endorse the third-party general liability coverage required herein to include as additional insureds Town, its officials, employees, agents, using standard ISO endorsement No. CG 2010 with an edition date prior to 1992. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this Agreement to do likewise.
2. Any waiver of subrogation expressed or implied on the part of the Town to any party involved in this Agreement or related documents applies only to the extent of insurance proceeds actually paid. Town, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against Town regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors, or others involved in any way with the project contemplated by this Agreement to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Agreement shall be endorsed to delete the subrogation condition as to the Town, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and Town that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of Town, or to the supervisory role, if any, of Town. All insurance coverage provided pursuant to this or any other Agreement (express or implied) in any way relating to Town is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving Town in relation to the project contemplated by this Agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Town and approved of in writing.

6. All coverage types and limits required are subject to approval, modification, and additional requirements by the Town, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discover period) that may affect Town's protection without Town's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, shall be delivered to Town at or prior to the execution of this Agreement. In the event such proof of insurance is not delivered as required, or in the event such insurance is canceled or reduced at any time and no replacement coverage is provided, Town has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by Town shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at Town option.

8. Contractor agrees to endorse, and to required others to endorse, the insurance provided pursuant to these requirements, to require 30 days' notice to Town and the appropriate tender prior to cancellation or reduction of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this Agreement to do likewise.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Contractor or any subcontractor, and any other party involved with the project who is brought onto or involved in the project by Contractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to the Town.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request, all agreements with subcontractors and others engaged in this project will be submitted to Town for review.

11. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer, or other entity or person in any way involved in the performance of Work on the project contemplated by this Agreement to self-insure its obligations to Town. If Contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the Town. At that time the Town shall review options with the Contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The Town reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving the Contractor 90 days advance written notice

of such change. If such change results in substantial additional cost to the Contractor, the Town will negotiate additional compensation proportional to the increased benefit to Town.

13. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this Agreement.

14. Contractor acknowledges and agrees that any actual or alleged failure on the part of Town to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on Town nor does it waive any rights hereunder in this or any other regard.

15. Contractor will renew the required coverage annually as long as Town, or its employees or agents face an exposure from operations of any type of pursuance to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until Town executes a written statement to that effect.

16. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the Town, and to require all subcontractors and any other person or entity involved in the project contemplated by this Agreement to do likewise.

17. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

18. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties to be interpreted as such.

19. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this Agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by Town.

20. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Town or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Town. It is not the intent of Town to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Town for payment of premiums or other amounts with respect thereto.

21. Contractor agrees to obtain and provide to Town a copy of Professional Liability coverage for Architects or Engineers on this project, when required by Town. Town shall determine the liability limit.

22. Contractor shall be responsible for builders' risk insurance coverage for the project materials until accepted by the Town. Payment of premiums and deductibles shall be the responsibility of the Contractor.

DEPARTMENT OF CONSUMER PROTECTION

This is your Major Contractor registration certificate for your records. Such registration shall be shown to any properly interested person on request. Do not attempt to make any changes or alter this certificate in any way. This registration is not transferable. Questions regarding this registration can be emailed to the Occupational & Professional Licensing Division at dcp.occupationalprofessional@ct.gov.

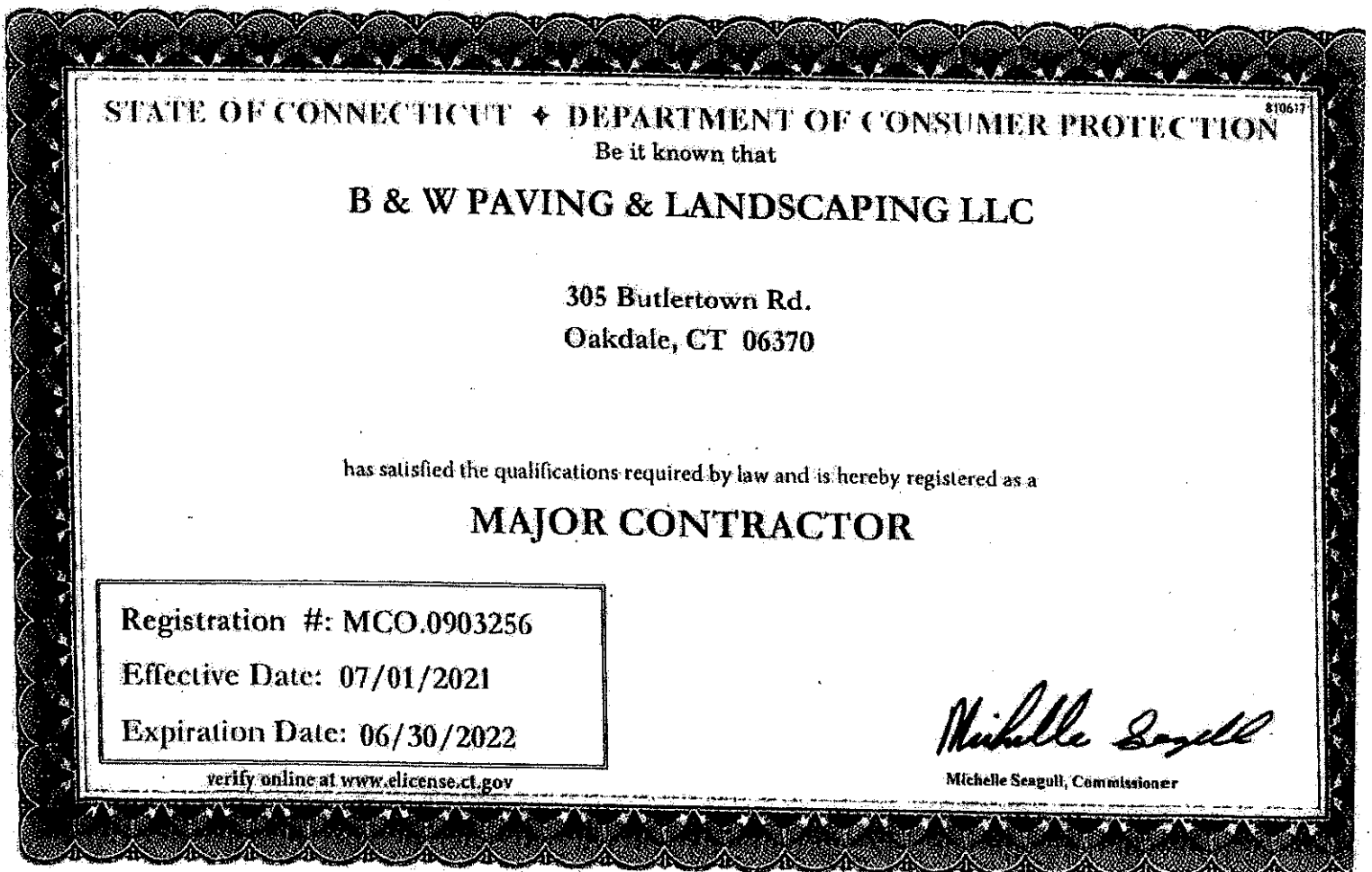
In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can update your email address or print a duplicate certificate by logging into your account with your User ID and Password at www.elicense.ct.gov.

Mailing address:

B & W PAVING & LANDSCAPING LLC
305 Butlertown Rd.
305 Butlertown Rd.
Oakdale, CT 06370

Email on file to be used for receiving all notices from this office:

linda.wray@bandwpaving.com



JOB #	Start Date	End Date	Project Name	Contract Value	DOT	Owner's Project No.	Location	Contractor	Contact Info
10184	08/19/20	08/26/20	Waterford Speedbowl Drainage, Light Poles, Retaining Walls, Paved Box, Concession Stand, Fence, Parking, Econo Surface Drain	\$544,325	1.2.3.50,1.72.5A		Waterford, CT	Waterford Speedbowl 1080 Hartford Turnpike Waterford, CT 06385 Bruce Barber (860) 508-5083	brbarber@waterford.com
10185	04/17/19	10/31/20	18 Mile Rd Bunding excavation, backfill, connection, floor preparation, water & sewer removal and installation, Milling, Paving, install concrete sidewalks, tile curb, catch basins, top soil, turf, grass, and plants.	\$704,481	1.2.3.51,1.23.5A	18046	Groton, CT	POS Engineering & Construction 107 Old Windsor Road Bloomfield, CT 08002 Frank Barawski (860) 593-4892	frankbarawski@poseng.com
10187	05/12/19	09/15/20	Green Walker Hill Road Water Main Water mains: Furnishing, laying, jointing, testing, finishing and flushing water pipe, wedge blow off and fittings, including all excavation, backfill, sand and apparatus work, furnishing, setting, jointing and testing butterfly valves, gate valves including valve boxes, hydrants, caping sleeves and gate valves, install temp and permanent pavement, concrete trench, forming, seeding, erosion control and cut catch.	\$768,392	1.2.3.52,2.3	GU-19-Q1	Groton, CT	City of Groton 285 Mendham Street Groton, CT 06340 Bruce A. Kruczek (860) 446-4073	bruce.kruczek@cityofgroton.com
10188	07/11/19	07/14/20	East Hampton Milling Milling, binder, paving, white particle crosswalks, line striping, symbols and legends, Topsoil, seeding, catch basins, curbs, handhole rims and concrete driveway aprons.	\$449,799	1.8,16.23	2019 Road Improvement Project	East Hampton, CT	Auctor Engineering 83 Quinn Drive Sheltonbury, CT 06035 Matthew Bligh, PE (860) 633-6770	matthewbligh@auctor.com
10189	07/09/19	05/18/20	Nashfield House 89 Walkway Safe Routes to School Cleaning & grubbing, excavation, compact, sedimentation & erosion control, catch basins, aggregate base, HMA, headwall, rebar/curb brick wall, bedding, install culvert, apron, curbs, masonry wall, privacy fence, sidewalk rims, various smc, topsoil, turf, central mowing, line striping, symbols and legends	\$423,298	1.2.3.14,16,17	State Project No: 77-286	Nashfield, CT	Town of Nashfield 4 South Eaglewile Rd Nashfield, CT 06268 Timothy J. Reddick, PE (860) 492-3931	timred@nashfield.com
10190	10/31/19	11/30/20	Covenant Village of Cromwell Final grade and pave bituminous pavement and sidewalks. Install concrete lip curb	\$346,315	1.3.5B	1972990	Cromwell, CT	BC, Inc. Asphalt Company 848 Marshall Phelps Road Windsor, CT 06095 Robert Jackson (860) 640-8939	robertj@bc.com
10191	07/24/19	10/16/20	Plainfield/Gallup Interconnect Trench restoration - Dig out trench paving, prioritoli, install sugar pave in trench. Apply epoxy lines on new pavement.	\$1,064,765	2.5C.16	2019-0019 Phase # 400-001 CT Water Plainfield Interconnect BUA 012043	Plainfield, CT	WSP Construction, Inc. 43 East St Plainville, CT 06062 Grant Giacova (860) 798-7289	grant@wspcon.com
10192	08/20/19		Boyan & Norwich Rte 82 Water & Sewer Trenches - Mill trenches, mm, sweep, tack, and pave.	\$481,969	2.6	Town of Bozrah Sewer & Water Extension 109-43	Norwich, CT	Geisler Enterprises 39 College Highway Southampton, MA 01073 Ryan Geisler (413) 326-0592	rgeisler@geisler.com
10193	10/02/19	01/25/20	Hartford & Benson Trench Reconstruction Excavation, subbase, install concrete sidewalk rims, HMA, catch basin, junction box, manhole, storm pipe, underdrain, concrete curbing, driveway, topsoil, turf, line marking, symbols and legends.	\$551,879	1.2.3.6,16.23	City of Torrington HRT 027-093119	Torrington, CT	City of Torrington 240 Main Street Torrington, CT 06770 Keith J. Bodwell, PE (860) 489-2235	keith_bodwell@cityoftorrington.com