

GREEN MOUNTAIN ENGINEERING, INC.

1438 South Brownell Road
P.O. Box 159 Williston, VT 05495
(802)862-5590 (Fax)862-7598

August 6, 2021

Mr. Josh Arneson, Town Manager
Town of Richmond, Vermont
P.O. Box 285
Richmond, Vermont 05477

RE: Bid Analysis and Recommendation for Contract Award
Richmond Bridge Street Water Main Replacement – Church Street to Volunteers Green
DWSRF Loan # RF3-444-3.0
GME Project No. 19-002.7(b)

Dear Mr. Arneson:

Green Mountain Engineering, Inc. (GME) is pleased to provide the Bid Analysis and Recommendation for Contract Award for the Richmond Bridge Street Water Main Replacement Project - Church Street to Volunteers Green. The Bid Advertisement for this project was posted electronically on June 30, 2021 with The Vermont Business Registry website which is a part of the Vermont Department of Economic Development's Bid system. The bid advertisement was also posted electronically with Works in Progress, Construction Connect as well as Construction Summary of ME, VT and NH. GME also sent the advertisement directly to eighteen (18) separate contractors who have shown interest in bidding similar projects. The Town of Richmond hosted a Pre-Bid meeting on July 15th, 2021 at the Richmond Town offices. Five potential bidders attended the Pre-Bid meeting, however it is noteworthy that this meeting was not mandatory. On July 19, 2021, GME electronically issued Addendum #1 to the plan holders and other interested parties. On July 23, 2021 GME electronically issued Addendum #2 to plan holders and other interested parties. Per the Contract Documents, bids were to be received by the Richmond Town Clerk's Office by 12pm on July 30, 2021.

Formal Bids were received from the following contractors:

1. J. Hutchins, Inc.
2. Desroches Construction Services, Inc.
3. SD Ireland
4. Dirt Tech Company LLC

All four bids were received prior to the 12pm deadline on July 30, 2021. The date and time of

receipt was noted on each envelope at the time of submission and each envelope was sealed until the time of official opening. Just after 12 pm on July 30, a public bid opening was conducted by Town of Richmond. Each bid submission was evaluated for inclusion of the following documents:

- Completed Qualifications Statement including acknowledgment of Addendums No. 1 and No. 2.
- Signed Bid Form.
- Inclusion of adequate Bid Security

Upon opening and review of each bid, it was noted that the Bid from Dirt Tech Company LLC only contained an acknowledgment for Addendum #1. After consultation with the representative from Water Investment Division (WID), the bid from Dirt Tech Company LLC was considered to be technically incomplete and was therefore not considered. The bids received from the remaining three bidders were deemed to be complete and were subsequently read aloud.

GME subsequently tabulated and reviewed each bid. Each bid was checked for completeness and mathematical accuracy. No mathematical errors were noted in any of the three bids. GME's Opinion of Probable Cost for this project was \$287,210.00. The bids ranged in price from \$255,555.00 to \$304,655.00. The Apparent Low Bidder for this project was J. Hutchins, Inc. of Richmond, Vermont. A Bid Summary is included as Attachment A.

GME then compared individual line-item costs for all three bids to the engineers Opinion of Probable Cost to evaluate potential financial risks to the Town and determine if any bid items appeared to be mathematically unbalanced. Nothing in the three bids indicates that the any of the bid items were unbalanced. The average of the three bids was \$286,207.67 which is in line with GME's Opinion of Probable Cost of \$287,210.00.

GME also reviewed supplemental information provided for J. Hutchins, Inc. including the Bid Bond. J. Hutchins, Inc submitted a Bid Bond that was underwritten by North American Specialty Insurance Company. The Bid Bond has a cap of \$50,000,000 which is well in excess of the 5% of the Total Bid amount as required by the Contract Documents. The Bid Bond is also not limited to issuance of either a Performance or Payment Bond. The Bid Bond was signed by a signatory authorized in writing by the bonding company North American Specialty Insurance Company. North American Specialty Insurance Company (NAIC #29874) is listed as a certified bonding company and is registered to conduct business in Vermont by the Federal Bureau of Fiscal Services. Based upon this review, the bid bond appears to have been legally and properly issued. A complete copy of J. Hutchins, Inc. bid submittal including the Bid Bond is included as Attachment B.

This project is partially funded by the USEPA through Vermont's DWSRF program. When awarding contracts under EPA's financial assistance programs, EPA requires that that recipients of these types of loans show "good faith efforts" at encouraging DBE participation in the

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contracting process. The Town of Richmond's purchasing policy also encourages DBE participation in the contracting process. The Water Investment Division provided a list of five (5) potential Disadvantaged Business Enterprises (DBE) that were qualified for this project. The DBE's identified were sent to each plan holders (potential bidders) and other interested parties as a part of Addendum No. 1. Potential bidders were directed to provide a "good faith effort" at reaching out to each of these DBE's and encouraging them to bid on portions of the project in accordance with EPA's policies. Following bid opening, the apparent low bidder J. Hutchins, Inc. was asked to provide documentation of their "good faith effort". In summary, one of the five companies was found to be no longer in business, three others declined to respond to J. Hutchins request. The fifth DBE contacted was Worksafe Traffic Control of Barre, Vermont. Worksafe responded to J. Hutchins request and provided a quote for work zone signage as well as constructing the Project Participation Sign. J. Hutchins, Inc. indicated that they do not need additional work zone signage at this time however they have committed to hiring Worksafe Traffic Control to construct the Project Participation Sign as required in Addendum No. 1.

A copy of J. Hutchins, Inc. DBE correspondence is included as Attachment C.

When conducting bid reviews, GME normally requests a list of previous projects, professional references, available equipment and manpower, as well as detailed financial information to show that the apparent low bidder has the experience and resources necessary to complete the project.. J. Hutchins, Inc. is a well-established local contractor who's primary business is located in the Town of Richmond. J. Hutchins, Inc. has successfully completed approximately one million dollars of similar infrastructure work for the Town of Richmond over the past 18-months. During this time, J. Hutchins has established a solid working relationship with the Town of Richmond and proven themselves to be a trustworthy and reliable contractor. For an earlier infrastructure project conducted in 2020 for the Town of Richmond, J. Hutchins provided GME with a list of previously completed projects and references. GME reviewed the information and contacted a number of their past clients and other professional references. The list of references included several Vermont municipalities. Each of J. Hutchins references had favorable views of the company. As part of that review process, GME also performed a review of J. Hutchins financial information as well as their existing equipment and manpower. That review indicted that they had sufficient financial resources, equipment and manpower to be able to conduct projects on this scale. Based upon this information and GME's personal experience working with J. Hutchins, they are qualified and capable of performing this project.

It is GME's professional opinion that J. Hutchins, Inc. is the lowest qualified bidder for this project and has satisfactorily met the bid requirements outlined in the official Bid Documents. It is therefore GME's recommendation that the Town of Richmond award the Bridge Street Water Main Replacement Project – Church Street to Volunteers Green to J. Hutchins, Inc. of Richmond, Vermont.

If you have any questions, please feel free to contact me.

Sincerely,

Mr. Josh Arneson
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GREEN MOUNTAIN ENGINEERING, INC.

Steven L. Palmer, P.E.

Cc: Kendall Chamberlin, Town of Richmond
Cinthia Parks, VTDEC Water Investment Division
Roger Bergeron, VTDEC Water Investment Division
Alan Huizenga, GME

List of Attachments

- Attachment A - Bid Summary
- Attachment B - J. Hutchins – Bid Submittal
- Attachment C - J Hutchins – DBE Correspondence
- Attachment D – Copies of Additional Bid Submittals
 1. Desroches Construction Services
 2. SD Ireland
 3. Dirt Tech Company LLC

Attachment A

Bid Summary

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TOWN OF RICHMOND, VERMONT
 WATER MAIN REPLACEMENT - CHURCH STREET TO VOLUNTEERS GREEN
 GREEN MOUNTAIN ENGINEERING - BID ANALYSIS (RF3-444-3.0)

Revised 7/30/21

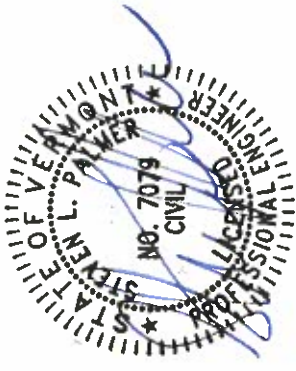
ITEM NO.	DESCRIPTION OF ITEM	BID QUANTITY	UNIT	ENGINEERS ESTIMATE		J. Hutchins		Desroches Construction		SD Ireland	
				UNIT PRICE	TOTAL COST	Unit Bid Price	Extended Price	Unit Bid Price	Extended Price	Unit Bid Price	Extended Price
1	12" DR-14, C-900 PVC Water Main	825	l.f.	\$125.00	\$103,125.00	\$139.00	\$114,675.00	\$140.00	\$115,500.00	\$120.00	\$99,000.00
2	8" DR-14, C-900 PVC Water Main	15	l.f.	\$230.00	\$3,450.00	\$245.00	\$3,675.00	\$340.00	\$5,100.00	\$130.00	\$1,950.00
3	3/4" Copper House Service	210	l.f.	\$82.00	\$17,220.00	\$92.00	\$19,320.00	\$93.00	\$19,530.00	\$90.00	\$18,900.00
4	12" Gate Valve	2	ea.	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$2,900.00	\$5,800.00	\$2,500.00	\$5,000.00
5	8" Gate Valve	1	ea.	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00
6	Fire Hydrant Assembly	2	ea.	\$4,000.00	\$8,000.00	\$5,400.00	\$10,800.00	\$6,700.00	\$13,400.00	\$8,000.00	\$16,000.00
7	3/4" Corporation Stops	8	ea.	\$580.00	\$4,640.00	\$100.00	\$800.00	\$400.00	\$3,200.00	\$250.00	\$2,000.00
8	3/4" Curb Stops and Boxes	8	ea.	\$625.00	\$5,000.00	\$180.00	\$1,440.00	\$1,230.00	\$9,840.00	\$300.00	\$2,400.00
9	Decommissioning and Abandonment of Existing Water Lines	1	l.s.	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
10	Rock/Boulder Excavation	5	c.y.	\$225.00	\$1,125.00	\$10.00	\$50.00	\$33.00	\$165.00	\$250.00	\$1,250.00
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	2	ea.	\$1,700.00	\$3,400.00	\$350.00	\$700.00	\$83.00	\$166.00	\$1,500.00	\$3,000.00
12	Excavation & Rep. of Unsuitable Material (as necessary)	30	c.y.	\$40.00	\$1,200.00	\$30.00	\$900.00	\$40.00	\$1,200.00	\$50.00	\$1,500.00
13	Bituminous Pavement Removal & Reinstallation (Roads)	550	s.y.	\$53.00	\$29,150.00	\$30.00	\$16,500.00	\$83.00	\$45,650.00	\$55.00	\$30,250.00
14	Bituminous Pavement Removal & Reinstallation (Curbs & Sidewalks)	11	l.f.	\$150.00	\$1,650.00	\$150.00	\$1,650.00	\$25.00	\$275.00	\$100.00	\$1,100.00
15	Bituminous Curb Replacement	30	s.y.	\$100.00	\$3,000.00	\$32.00	\$960.00	\$40.00	\$1,200.00	\$30.00	\$900.00
16	Bituminous Sidewalk Replacement	10	s.y.	\$20.00	\$200.00	\$75.00	\$750.00	\$85.00	\$850.00	\$100.00	\$1,000.00
17	ADA Compliant Steel Truncated Domes	1	ea.	\$200.00	\$200.00	\$425.00	\$425.00	\$112.00	\$112.00	\$500.00	\$500.00
18	Class "B" Concrete	5	c.y.	\$400.00	\$2,000.00	\$200.00	\$1,000.00	\$275.00	\$1,375.00	\$500.00	\$2,500.00
19	Calcium Chloride for Dust Control	2	ton	\$1,100.00	\$2,200.00	\$400.00	\$800.00	\$800.00	\$1,600.00	\$1,500.00	\$3,000.00
20	Landscaping & Re-Establishment of Vegetation	1	l.s.	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$5,400.00	\$5,400.00	\$5,000.00	\$5,000.00
21	Erosion Control	1	l.s.	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
22	Rigid Trench Insulation	30	s.f.	\$5.00	\$150.00	\$5.00	\$150.00	\$5.00	\$150.00	\$3.50	\$105.00
23	Traffic Regulation	1	l.s.	\$20,000.00	\$20,000.00	\$24,000.00	\$24,000.00	\$15,000.00	\$15,000.00	\$46,000.00	\$46,000.00
24	Mobilization/Demobilization (15% Max of Total Bid)	1	l.s.	\$40,000.00	\$40,000.00	\$31,910.00	\$31,910.00	\$37,000.00	\$37,000.00	\$42,800.00	\$42,800.00
25	Bonds	1	l.s.	\$5,000.00	\$5,000.00	\$3,750.00	\$3,750.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
26	Project Sign	1	l.s.	Added Item	N/A	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
Total					\$287,210.00		\$255,555.00		\$298,413.00		\$304,655.00

Notes:

- There were no mathematical errors noted in any of the three base bids.
- The information presented above accurately represents the Bids Received by the Town of Richmond, Vermont on July 30, 2021.

P.E. Signature: 

Average of 3 Bid Total = \$286,207.67



Attachment B

J. Hutchins – Bid Submittal

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- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 3. The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- F. Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.
- G. Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:
1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
 2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with

- said contract provisions and with the rules, regulations, and relevant orders of the Secretary.
3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.
 4. It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.
 5. It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.
 6. It will refrain from entering into any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and
 7. In the event that he fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.
- H. **Certification of Non-Segregated Facilities** - The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BRIDGE STREET WATER LINE REPLACEMENT – CHURCH STREET TO VOLUNTEERS GREEN					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
1	12" DR-14, C-900 PVC Water Main	l.f.	825	\$139.00	\$114,675.00
2	8" DR-14 C-900 PVC Water Main	l.f.	15	\$245.00	\$3,675.00
3	¾" Copper House Services	l.f.	210	\$92.00	\$19,320.00
4	12" Gate Valve	ea.	2	\$3,000.00	\$6,000.00
5	8" Gate Valve	ea.	1	\$2,000.00	\$2,000.00
6	Fire Hydrant Assembly	ea.	2	\$5,400.00	\$10,800.00
7	¾" Corporation Stops	ea.	8	\$100.00	\$800.00
8	¾" Curb Stops and Boxes	ea.	8	\$180.00	\$1,440.00
9	Decommissioning and Abandonment of Existing Water Lines	l.s.	1	\$5,000.00	\$5,000.00
10	Rock/Boulder Excavation	c.y.	5	\$10.00	\$50.00
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	ea.	2	\$350.00	\$700.00
12	Excavation & Rep. of Unsuitable Material (as necessary)	c.y.	30	\$30.00	\$900.00
13	Bituminous Pavement Removal & Reinstallation (Roads)	s.y.	550	\$30.00	\$16,500.00
14	Bituminous Pavement Removal & Reinstallation (Curbs & Sidewalks)	s.y.	11	\$150.00	\$1,650.00
15	Bituminous Cur Replacement	l.f.	30	\$32.00	\$960.00
16	Bituminous Sidewalk Replacement	s.y.	10	\$75.00	\$750.00
17	ADA Compliant Steel Truncated Domes	ea.	1	\$425.00	\$425.00
18	Class "B" Concrete	c.y.	5	\$200.00	\$1,000.00
19	Calcium Chloride for Dust Control	Ton	2	\$400.00	\$800.00
20	Landscaping & Re-Establishment of Vegetation	l.s.	1	\$3,750.00	\$3,750.00
21	Erosion Control	l.s.	1	\$3,750.00	\$3,750.00
22	Rigid Trench Insulation	s.f.	30	\$5.00	\$150.00
23	Traffic Regulation	l.s.	1	\$24,000.00	\$24,000.00
24	Mobilization/Demobilization (15% Max)	l.s.	1	\$31,910.00	\$31,910.00
25	Bonds	l.s.	1	\$3,750.00	\$3,750.00
26	Project Sign	l.s.	1	\$800.00	\$800.00
Total of All Bid Items					\$255,555.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 81 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 88 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Refer to Instructions To Bidders);
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - ~~E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;~~
 - F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - ~~G. Required Bidder Qualification Statement with supporting data; and~~
 - ~~H. EPA Form 6100-3 (DBE Subcontractor Performance Form) and EPA Form 6100-4 (DBE Subcontractor Utilization Form).~~

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:
- A. 45 CFR Part 604 – Disclosure of Lobbying Activities
 - B. Certification regarding Debarment, Suspension, and Ineligibility Statement
 - C. Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities
- 9.02 I have, have not (check one), participated in a previous contract or subcontract subject to Executive order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
- 9.03 I have, have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 9.04 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to

enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.

- 9.05 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDER: *[Indicate correct name of bidding entity]*

J. Hutchins, INC.

By:

[Signature]

Rory Rotella

[Printed name]

Rory Rotella

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Mark Pelugini

[Printed name]

MARK PELUGINI

Title:

CONSTRUCTION MANAGER

Submittal Date:

7/27/21

Address for giving notices:

J. Hutchins, INC.

88 Rogers Lane

Richmond, VT 05477

Telephone Number:

802 - 434 - 3500

Fax Number:

802 - 434 - 3002

Contact Name and e-mail address:

Rory Rotella

rory@jhutchinsinc.com

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

CORPORATE RESOLUTION
OF
J. Hutchins, Inc. DBA Landshapes

(Print or Type Name of Corporation)

RESOLVED, that it is desirable and in the best interest of this Corporation that its securities be qualified or registered for sale in various states; that the President or any Vice-President and the Secretary or an Assistant Secretary hereby are authorized to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the securities of this Corporation as said officers may deem advisable; that said officers are hereby authorized to perform on behalf of this Corporation any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

This 14th day of October, 20 19

Applicant: Rory Rotella

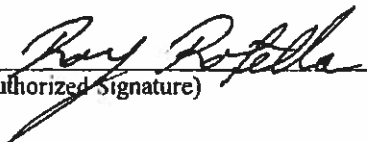
By: 
(Authorized Corporate Officer Signature)

Jeff Hutchins, President
(Print or Type Name & Title)

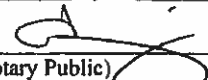
State of Vermont

County of Chittenden

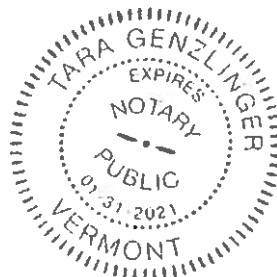
The undersigned, Rory Rotella, being first duly sworn, deposes and says: That he/she has executed the foregoing application for and on behalf of the applicant named therein; that he/she is Construction Manager of such applicant and is fully authorized to execute and file such application; that he/she is familiar with such application; and that to the best of his/her knowledge, information and belief, the statements made in such application are true, and the documents submitted therewith are true copies of the originals thereof.


(Authorized Signature)

Subscribed and sworn to before me this
14th day of October, 2019


(Notary Public)

State of VERMONT
My Commission Expires: 01.31.2021
(Notarial Seal)



BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

J. Hutchins, Inc.

as Principal, (hereinafter called the "Principal"), and North American Specialty Insurance Company
1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under the laws
of the State of New Hampshire, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
Town of Richmond, 203 Bridge Street, Richmond, VT 05477

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Bridge Street Waterline Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 20th day of July A.D., 2021

[Signature]
Witness

J. Hutchins, Inc.
[Signature] Principal

North American Specialty Insurance Company
[Signature] Surety

[Signature]
Leo Wrighton Witness

By [Signature] (SEAL)
Robin W. Faraone, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, D.MICHAEL BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARAONE, KIRK D. FLANAGAN,
RICHARD S. SMITH, PETER J. RICKER, and BRIAN J. AITCHISON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7TH day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 7TH day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of July, 2021.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

Attachment C

J Hutchins – DBE Correspondence

DRAFT

A. Marcelino & Company, Inc.

Business Owner: Alan Marcelino
P. O. Box 195
Wilton, VT 05495
Phone Number: (802) 862-6383
Fax Number: (802) 863-6725
E-mail: starpaver1@aol.com
Website:
Scope: Asphalt Paving and General Contractor, Crushing and Screening Operation
NAICS Code(s): 237310

Bore Tech LLC

Business Owner: Ms. Kathy M. Fenoff
1569 Breezy Hill Rd
St. Johnsbury, VT 05819
Phone Number: (802) 748-6555
Fax Number: (802) 748-6827
E-mail: estimating@boretchllc.com
Website:
Scope: Directional Boring
NAICS Code(s): 238910

J. P. Sicard, Inc.

Business Owner: Jason Sicard
P. O. Box 508
Barton, VT 05822
1369 Glover Road
Barton, VT 05822
Phone Number: (802) 525-9506
Fax Number: (802) 525-4616
E-mail: thereis@jpsicard.com
Website: www.jpsicard.com
Scope: General Excavating, Water & Sewer Mains, Drainage, Bridge/Large Culverts, Sidewalk, and Curbing
NAICS Code(s): 237310 237990 238910

Ms. Pipe, LLC

Business Owner: Kimberly Cadorette
PO Box 1295
South Windsor, CT 06074
49 Oakland Road
South Windsor, CT 06074
Phone Number: (860) 644-7070
Fax Number: (860) 644-7373
E-mail: kim@mspipellc.com
Website: www.mspipellc.com
Scope: Supply Valves, Pipe, Fittings, Accessories, and Services for Construction Industry
NAICS Code(s): 423390

Worksafe Traffic Control Ind., Inc.

Business Owner: Debra Ricker
115 Industrial Lane - Berlin
Barre, VT 05641
Phone Number: (802) 323-8948
Fax Number: (802) 229-1848
E-mail: Debra.R@worksafetci.com
Website: www.worksafetci.com
Scope: Subcontract-Rental & Sale of Work Zone Traffic Control Related Products, Manufacture Construction & Traffic Signs, MPR-TC Devices, Etc.

8/2/2021

A. Marcelino & Co.
JHutchins Inc. Mail - Town of Richmond-Bridge Street



Kristen Hood <kristen@hutchinsinc.com>

Town of Richmond-Bridge Street

1 message

Kristen Hood <kristen@hutchinsinc.com>
To: starpever1@aol.com, Rory Rotella <rory@hutchinsinc.com>

Wed, Jul 21, 2021 at 1:22 PM

Good afternoon,
I have attached the plans, specs and addendum for the subject project. Please provide us a quote if you are quoting the project.

Best,
Kristen Hood
Project Administrator
862-578-9135
JHutchins, Inc./Jandhops

3 attachments

Bridge Street Waterline Replacement - Church St to Volunteer Green-ANR REV1.pdf
3587K

Spec Book for Bid.pdf
9902K

Addendum #1, 7-19-21.pdf
404K

Business # 3 email
no longer in service.
out of Business

MS Pipe

8/2/2021

JHutchins Inc. Mail - TOWN OF RICHMOND-BRIDGE STREET



Kristen Hood <kristen@jhutchinsinc.com>

TOWN OF RICHMOND-BRIDGE STREET

1 message

Kristen Hood <kristen@jhutchinsinc.com>
To: khl@mspipe.com, Rory Rotella <rory@jhutchinsinc.com>

Wed, Jul 21, 2021 at 1:25 PM

Good afternoon,
I have attached the plans, specs and addendum for the subject project. Please provide us a quote if you are quoting the project.

—
Kristen Hood
Project Administrator
802-578-9135
JHutchins, Inc./Landscapes

3 attachments

- Addendum #1, 7-19-21.pdf
404K
- Bridge Street Waterline Replacement - Church St to Volunteer Green-ANR REV2.pdf
3587K
- Spec Book for Bid.pdf
9902K

@mailed with no
response for quote

8/2/2021

Boretech
JHutchins Inc. Mail - Test

M Gmail

Kristen Hood <kristen@hutchinsinc.com>

Test
6 messages

Kristen Hood <kristen@hutchinsinc.com>
To: estimating@boretechllc.com

Thu, Jul 22, 2021 at 8:57 AM

Test email

--
Bret,
Kristen Hood
Project Administrator
812-578-9135
jHutchins, Inc./Landshapers

BoreTech LLC <estimating@boretechllc.com>
To: Kristen Hood <kristen@hutchinsinc.com>

Thu, Jul 22, 2021 at 8:58 AM

Got it
[Quoted text hidden]

Kristen Hood <kristen@hutchinsinc.com>
To: BoreTech LLC <estimating@boretechllc.com>

Thu, Jul 22, 2021 at 8:04 AM

Perfect. Thank you so much for the call this morning.
I have attached the plans, specs and addendum for the Richmond Bridge upcoming project project. Please provide us a quote if you are quoting the project.
[Quoted text hidden]

3 attachments

Addendum #1, 7-18-21.pdf
404K

Bridge Street Waterline Replacement - Church St to Volunteer Green-ANR REV2.pdf
3597K

Project Location Plan.pdf
713K

BoreTech LLC <estimating@boretechllc.com>
To: Kristen Hood <kristen@hutchinsinc.com>

Thu, Jul 22, 2021 at 8:12 AM

Kristen,

Is there any trenchless / boring on this ?

[Quoted text hidden]

Kristen Hood <kristen@hutchinsinc.com>
To: BoreTech LLC <estimating@boretechllc.com>

Thu, Jul 22, 2021 at 10:04 AM

No there is no trenching or boring
[Quoted text hidden]

BoreTech LLC <estimating@boretechllc.com>
To: Kristen Hood <kristen@hutchinsinc.com>

Thu, Jul 22, 2021 at 8:13 PM

Okay, thanks.

Get Outlook for iOS

From: Kristen Hood <kristen@hutchinsinc.com>
Sent: Thursday, July 22, 2021 10:04:05 AM
[Quoted text hidden]

[Quoted text hidden]

Called
7/22 to get
email.
(NO Response)
ater for quote

J.P. Sicard

8/2/2021

JHutchins Inc. Mail - TOWN OF RICHMOND-BRIDGE ST



Kristen Hood <kristen@jhutchinsinc.com>

TOWN OF RICHMOND-BRIDGE ST

1 message

Kristen Hood <kristen@jhutchinsinc.com>
To: Theresa Dalgle <Theresa@jpsicard.com>

Wed, Jul 21, 2021 at 1:24 PM

Good afternoon,
I have attached the plans, specs and addendum for the subject project. Please provide us a quote if you are quoting the project.

Best,
Kristen Hood
Project Administrator
812 578-9135
JHutchins, Inc./Landscapes

3 attachments

- Bridge Street Waterline Replacement - Church St to Volunteer Green-ANR REV2.pdf 3567K
- Addendum #1, 7-19-21.pdf 404K
- Spec Book for Bid.pdf 9602K

called 7/21 to
double check
email. it was hard
to read, and
no response for
quote

worksafe Traffic control

Steven L. Palmer

From: Kristen Hood <kristen@jhutchinsinc.com>
Sent: Thursday, August 5, 2021 11:11 AM
To: Steven L. Palmer
Subject: Re: Richmond Bridge st project

You are welcome!!!

On Thu, Aug 5, 2021 at 11:10 AM Steven L. Palmer <spalmer@gmeinc.biz> wrote:
Perfect!! Thank you!!

Sent from my iPhone

On Aug 5, 2021, at 10:50 AM, Kristen Hood <kristen@jhutchinsinc.com> wrote:

Steve attached in this email thread with myself and worksafe for materials and signs as disgusted. We will in fact be hiring worksafe for building the sign needed in addendum 1, and hiring them for any project related items they offer once we have used in house materials.

----- Forwarded message -----

From: Kristen Hood <kristen@jhutchinsinc.com>
Date: Thu, Aug 5, 2021 at 10:47 AM
Subject: Re: Richmond Bridge st project
To: Debra Ricker <DebraR@worksafetci.com>

Thank you so much. We want the sign, and once we have the ok and clear through the state and town I will reach out to have it completed. Regarding the other product we previously discussed. We have inhouse material, and once we have used that we will also be using worksafe. Thank you for your quick response.

On Thu, Aug 5, 2021 at 10:40 AM Debra Ricker <DebraR@worksafetci.com> wrote:

Hi!

Happy Thursday! Project signs are \$495.00 I attached general product list in case there is any other traffic needs.

Thanks

Deb

From: Kristen Hood <kristen@jhutchinsinc.com>
Sent: Thursday, August 5, 2021 9:17 AM
To: Debra Ricker <DebraR@worksafetci.com>
Subject: Richmond Bridge st project

Good morning,

I hope you are having a wonderful week.

Attached is a new sign addendum (Page 4) for the above named project. If possible can I please receive a quote. Thank you so very much in advance, and I hope you have a wonderful day.

--

Best,

Kristen Hood

Project Administrator

802-578-9135

JHutchins, Inc./Landshapes

--

Best,

Kristen Hood

Project Administrator

802-578-9135

JHutchins, Inc./Landshapes

--

Best,

Kristen Hood

Project Administrator

802-578-9135

JHutchins, Inc./Landshapes

Steven L. Palmer

From: Kristen Hood <kristen@jhutchinsinc.com>
Sent: Thursday, August 5, 2021 9:09 AM
To: Steven L. Palmer
Subject: Fwd: TOWN OF RICHMOND-BRIDGE STREET

Please let me know if there is anything else you need

----- Forwarded message -----

From: Debra Ricker <DebraR@worksafetci.com>
Date: Wed, Jul 21, 2021 at 4:09 PM
Subject: Re: TOWN OF RICHMOND-BRIDGE STREET
To: Kristen Hood <kristen@jhutchinsinc.com>

Ok, sounds good. Thanks!

[Get Outlook for iOS](#)

From: Kristen Hood <kristen@jhutchinsinc.com>
Sent: Wednesday, July 21, 2021 3:59:59 PM
To: Debra Ricker <DebraR@worksafetci.com>
Subject: Re: TOWN OF RICHMOND-BRIDGE STREET

As of right now and the projects we have going on we cannot use them. Mark did touch base with the project managers and supers as well. If we have an upcoming project that could use them I will touch base and see if you are still needing some feedback.

On Wed, Jul 21, 2021 at 3:45 PM Debra Ricker <DebraR@worksafetci.com> wrote:

On another note would you guys have any interest in trying a set of auto flagging devices for a week no charge? I just purchased our first set and would love some feedback from a contractor.

<https://www.ver-mac.com/en/products/series/serie/automated-flaggers/8>

check them out at link above. Let me know if you guys have any interest

From: Kristen Hood <kristen@jhutchinsinc.com>
Sent: Wednesday, July 21, 2021 3:25 PM
To: Debra Ricker <DebraR@worksafetci.com>
Subject: Fwd: TOWN OF RICHMOND-BRIDGE STREET

----- Forwarded message -----

From: Kristen Hood <kristen@jhutchinsinc.com>

Date: Wed, Jul 21, 2021 at 1:27 PM

Subject: TOWN OF RICHMOND-BRIDGE STREET

To: <debrar@worksasfetc.com>, Rory Rotella <rory@jhutchinsinc.com>

Good afternoon Deb!!

I have attached the plans, specs and addendum for the subject project. Please provide us a quote if you are quoting the project. Let me know if you have any questions.

--

Best,

Kristen Hood

Project Administrator

802-578-9135

JHutchins, Inc./Landshapes

--

Best,

Kristen Hood

Project Administrator

802-578-9135

JHutchins, Inc./Landshapes

--

Best,

Kristen Hood

Project Administrator

802-578-9135
JHutchins, Inc./Landshapes

--

Best,
Kristen Hood
Project Administrator
802-578-9135
JHutchins, Inc./Landshapes

Construction Zone Products



Contact Information:

Date: 7/13/2021

Phone: 802-223-8948

Attn: Estimator

Email: danielk@worksafetci.com

Job: Town of Richmond Bridge Street

Project Signs	\$ 495.00 ea
28" – 7# Enviro Cone w/4 & 6" reflective bands	\$16.95 each
Traffic Drums w/ 4 retro-reflective bands and rubber tire collar	\$53.95 each
½" MDO Plywood Construction Signs FDG Orange	\$ 8.65 sqft **
(minimum \$20.00 / sign) HIP White and Yellow	\$ 7.65 sqft **
Construction Sign Hardware (Nut, Bolt, Washer x2)	\$1.75 each set
Tri-Buster Sign Stand	\$74.95 each
Interstate Little Buster	\$178.00 each
Big Buster Stand	\$240.00 each
Steel Post Square 2" x 2" x 10' 12g	\$45.50 each
Steel Post Square 2" x 2" x 12' 12g	\$54.50 each
Steel Post Square 2.25" x 2.25" x 4' 12g (Anchor/Sleeve)	\$24.95 each
Corner Bolt/Nut	\$0.78 each
Barricade Type 3 (2 sided panels)	\$249.95 each
TOM White 1 Sided / TOM Yellow 2 Sided (lane targets)	\$.71 each
3M Stamark Wet Reflective Temp Tape 4" x 360' Yellow or White	\$ 360.95 / Roll
3M Stamark Wet Reflective Temp Tape 6" x 360' Yellow or White	\$550.95 / Roll
3M Stamark Black Mark Out Tape 6" x 360'	\$950.00 / Roll
Portable Changeable Message Sign (PCMS)	\$650.00 / Month
Arrow Board	\$450.00 / Month
Traffic Signals (2) (\$1250.00 Set Up/Pick Up Fee)	\$6,000.00/ Month + Set Up Fee

We are WBE Certified.

Prices do not include freight charges. Prices may vary depending on volume. Call for other sizes and products available. **Prices are subject to change due to market changes.

Attachment D

Copies of Additional Bid Submittals

1. Desroches Construction Services
2. S.D. Ireland – Bid Submittal
3. Dirt Tech Company – Bid Submittal

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN CLERK'S OFFICE
TOWN OF RICHMOND, VERMONT
TOWN CENTER BUILDING
203 BRIDGE STREET
PO BOX 285
RICHMOND, VERMONT 05477**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for up to 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>#1</u>	<u>7-19-21</u>
<u>#2</u>	<u>7-23-21</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 3. The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- F. Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.
- G. Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:
1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
 2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with

BRIDGE STREET WATER LINE REPLACEMENT – CHURCH STREET TO VOLUNTEERS GREEN

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price	
1	12" DR-14, C-900 PVC Water Main	l.f.	825			
2	8" DR-14 C-900 PVC Water Main	l.f.	15			
3	¾" Copper House Services	l.f.	210			
4	12" Gate Valve	ea.	2			
5	8" Gate Valve	ea.	1			
6	Fire Hydrant Assembly	ea.	2			
7	¾" Corporation Stops	ea.	8			
8	¾" Curb Stops and Boxes	ea.	8			
9	Decommissioning and Abandonment of Existing Water Lines	l.s.	1			
10	Rock/Boulder Excavation	c.y.	5			
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	ea.	2			
12	Excavation & Rep. of Unsuitable Material (as necessary)	c.y.	30			
13	Bituminous Pavement Removal & Reinstallation (Roads)	s.y.	550			
14	Bituminous Pavement Removal & Reinstallation (curbs & Sidewalks))	s.y.	11		s.y.	561
15	Bituminous Curb Replacement	l.f.	30			
16	Bituminous Sidewalk Replacement	s.y.	10			
17	ADA Compliant Steel Truncated Domes	ea.	1			
18	Class "B" Concrete	c.y.	5			
19	Calcium Chloride for Dust Control	Ton	2			
20	Landscaping & Re-Establishment of Vegetation	l.s.	1			
21	Erosion Control	l.s.	1			
22	Rigid Trench Insulation	s.f.	30			
23	Traffic Regulation	l.s.	1			
24	Mobilization/Demobilization (15% Max)	l.s.	1			
25	Bonds	l.s.	1			
Total of All Bid Items					\$	

(TOTAL CONTRACT PRICE IN WORDS)

BRIDGE STREET WATER LINE REPLACEMENT – CHURCH STREET TO VOLUNTEERS GREEN					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
1	12" DR-14, C-900 PVC Water Main	l.f.	825	140.-	115,500.-
2	8" DR-14 C-900 PVC Water Main	l.f.	15	340.-	5,100.-
3	¾" Copper House Services	l.f.	210	93.-	19,530.-
4	12" Gate Valve	ea.	2	2900.-	5,800.-
5	8" Gate Valve	ea.	1	1700.-	1,700.-
6	Fire Hydrant Assembly	ea.	2	6700.-	13,400.-
7	¾" Corporation Stops	ea.	8	400.-	3,200.-
8	¾" Curb Stops and Boxes	ea.	8	1230.-	9,840.-
9	Decommissioning and Abandonment of Existing Water Lines	l.s.	1	7500.-	7,500.-
10	Rock/Boulder Excavation	c.y.	5	33.-	165.-
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	ea.	2	83.-	166.-
12	Excavation & Rep. of Unsuitable Material (as necessary)	c.y.	30	40.-	1,200.-
13	Bituminous Pavement Removal & Reinstallation (Roads)	s.y.	550	83.-	45,650.-
14	Bituminous Pavement Removal & Reinstallation (Curbs & Sidewalks)	s.y.	11	25.-	275.-
15	Bituminous Cur Replacement	l.f.	30	40.-	1,200.-
16	Bituminous Sidewalk Replacement	s.y.	10	85.-	850.-
17	ADA Compliant Steel Truncated Domes	ea.	1	112.-	112.-
18	Class "B" Concrete	c.y.	5	275.-	1,375.-
19	Calcium Chloride for Dust Control	Ton	2	800.-	1,600.-
20	Landscaping & Re-Establishment of Vegetation	l.s.	1	5400.-	5,400.-
21	Erosion Control	l.s.	1	2000.-	2,000.-
22	Rigid Trench Insulation	s.f.	30	5	150.-
23	Traffic Regulation	l.s.	1	15000.-	15,000.-
24	Mobilization/Demobilization (15% Max)	l.s.	1	37,000	37,000.-
25	Bonds	l.s.	1	3500.-	3,500.-
26	Project Sign	l.s.	1	1200.-	1,200.-
Total of All Bid Items					\$298,413.-

enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.

- 9.05 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



DESROCHES CONSTRUCTION SERVICES, INC.

42 Chase Road
Jeffersonville, VT 05464

Town of Richmond Water Main Replacement Project
Church Street to Volunteers Green

List of Subcontractors:

- 1) A. Marcellino & Co.

List of Suppliers:

- 1) Furguson Water Works
- 2) F.W. Whittcomb Inc.
- 3) Mountain Sand and Gravel
- 4) Pike Industries Inc.

DESROCHES CONSTRUCTION SERVICES, INC.

COMPLETED CONTRACTS LIST

East Berkshire Water System Improvements	\$781,322.52	Water Main and Services Infrastructure	August 2019	Berkshire Vermont	Tatta and Howard, Inc.
Kennedy Drive Stormwater Improvements	\$84,505	Drainage & Roadway	September 2019	So. Burlington Vermont	City of South Burlington
Richford Multi-plate Installation	\$56,000.00	Roadway	September 2019	Richford, Vermont	Scott Coons Richford Highway Department
Paine Avenue Waterline Improvements	\$98,299.00	Water Main & Services	November 2019	Morrisville, Vermont	Jason Booth Aldrich & Elliot 802-879-7733
Park Street Sewer Improvements	\$79,844.00	Sewer main Infrastructure	November 2019	Morrisville, Vermont	Jason Booth Aldrich & Elliot 802-879-7733
Marshfield Water System Improvements	\$39,145.00	Water Main & Services	December 2019	Marshfield, Vermont	Brad Washburn Green Mountain Engineering 802-249-4210
Desroches Infrastructure	\$323,010.86	Sitework	December 2019	Jeffersonville, Vermont	R. Desroches 802-370-2625
Colchester STP 5600 (21)	\$381,119.50	Roadway Intersection	June 2020	Colchester, Vermont	Dave Youlen Stantec Engineering 802-497-6428
Fairfield Pedestrian Improvements STP BP 13(7)	\$456,179.50	Roadway & Sidewalks	July 2020	Fairfield Center, Vermont	Steve Lizewski Hamlin Engineering 802-878-3956
Dow Pond Area Waterline Replacement	\$268,095.00	Water Main and Services Infrastructure	October 2020	Middlebury, Vermont	Jamie Simpson Green Mtn. Eng. 802-862-5590
Franklin Water Source Improvements	\$152,360	Water Source Improvements	November 2020	Franklin, Vermont	John Kiernan Otter Creek Eng. 802-382-8522
Orchard Street Sewer Improvements	\$143,484.00	Sewer Main and services	August 2020	Enosburg Vermont	Gary Denton Village of Enosburg 802-370-2660
Fairwood Parkway Water system Improvements	\$150,323.65	Water Main and Services	November 2020	Morrisville, Vermont	Jason Booth Aldrich and Elliot 802-878-7733

DESROCHES CONSTRUCTION SERVICES, INC.

COMPLETED CONTRACTS LIST

CONTRACT NAME	AMOUNT	TYPE OF WORK	COMPLETION	LOCATION	CONTACT PERSON
Route 15 Box Culvert installation	\$405,000	New roadway construction	November 2018	Jeffersonville, Vermont	Jessica Louisa 802-578-2016
MVU Waterline Replacement	\$270,985	New watermain to High School	August 2018	Village of Swanton	Mark Sanville A&E 802-879-7733
Hillcrest Water System Improvements	\$132,426	Watermain and services replacement	June 2018	Colchester Fire District #2	Nathan Pion A&E 802-879-7733
Little River State Park	\$199,471	Water Main and Roadway Reconstruction	May 2018	State of Vermont	David Webb
Commerce Square Stormwater	\$506,256	Drainage pipe and Stormwater pond	June 2018	City of South Burlington	Jason Keener VHB 802-495-5130
So. Main Street Sidewalk and Drainage	\$484,087	Install Drainage, sidewalk, curb, paving	August 2017	Hardwick, VT	Mark Sanville A&E Engineering 802-879-7733
Cabot Flood Plain Restoration	\$67,302	Restoration of floodplain by Winooski river	June 2017	Cabot, VT	Karen Deasy Town Manager
East Main Street	\$1,052,439.00	Water Main System Improvements	May 2017	Richmond, VT	Brad Washburn (P.E.) Green Mtn. Eng.
Pleasant Street	\$83,112.00	Sidewalk	May 2016	Enosburg, VT	Andy Rowe (P.E.) Lamoureux & Dickinson
School Street/College Hill Road	\$337,551	Pedestrian Improvements Project	May 2016	Johnson, VT	Elizabeth Emmons Dufrense Group 802-793-4424

[Back](#)

Business Information

Business Details

Business Name: DESROCHES CONSTRUCTION SERVICES, INC.

Business ID: 0128173

Business Type: Domestic Profit Corporation

File #: V70445
Business Status: Active

Date of Incorporation / Registration
Date: 01/16/2007

Business Description: GENERAL CONTRACTOR

Fiscal Year Month: 12

Principal Office Business Address: 42 CHASE ROAD, JEFFERSONVILLE, VT, 05464, USA

Principal Office Mailing Address: 42 CHASE ROAD, JEFFERSONVILLE, VT, 05464, USA

Citizenship / Domestic Jurisdiction: Domestic\VT
Last Report Filed: 03/23/2021

Last Annual Report Year: 2020
Next Filing Due Date: 01/01/2022

Principals Information

Name/Title:

Physical Address:

RONALD DESROCHES /President

42 CHASE ROAD, JEFFERSONVILLE, VT, 05464, USA

DIANNE P. CARLINO-DESROCH /Secretary

42 CHASE ROAD, JEFFERSONVILLE, VT, 05464, USA

DIANNE P. CARLINO-DESROCH /Director

42 CHASE ROAD, JEFFERSONVILLE, VT, 05464, USA

[View All Principals\(4\)](#)

Registered Agent Information

Name: RONALD A. DESROCHES

Physical Address: 42 Chase Road, Jeffersonville, VT, 05464, USA

Mailing Address: 42 Chase Road, Jeffersonville, VT, 05464, USA

BID SECURITY

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

BIDDER (Name and Address): Desroches Construction Services, Inc.
42 Chase Road
Jeffersonville, VT 05464

TYPE OF SURETY (certified check, bank money order, or a Bid bond) (Include Name, and Address of Principal Place of Business of Surety Holder): Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

OWNER (Name and Address): The Town of Richmond, Vermont
Town Center Building
203 Bridge Street
Richmond, VT 05477

BID

Bid Due Date: July 30, 2021

Description (Project Name— Include Location): Bridge Street Water Main Replacement
Church Street to Volunteers Green

BOND

Bond Number: N/A

Date: July 23, 2021

Penal sum Five Percent of Bid Amount (Words) ----- \$ 5% of Bid Amount (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER
Desroches Construction Services, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY
Berkley Insurance Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

Ronald Desroches
Print Name

S. Francine Beede
Print Name

President
Title

Attorney-In-Fact
Title

Attest: [Signature]
Signature

Attest: [Signature]
Signature Kristen Lynch

Corp. Secretary
Title

Employee - Paige & Campbell, Inc.
Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Jonathon P. Shea, Steven M. Shea, S. Francine Beede or Susanne J. Megrath of Paige & Campbell, Inc. of Barre, Vermont its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company 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 Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest: (Seal) By Ira S. Lederman Senior Vice President & Secretary

Berkley Insurance Company By Jeffrey M. Hafter Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Notary Public signature: Kathleen Corey, Notary Public, State of Connecticut, My Commission Expires October 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23rd day of July, 2021
Andrew M. Tuma

BID FORM

**TOWN OF RICHMOND, VERMONT
BRIDGE STREET WATER MAIN REPLACEMENT
CHURCH STREET TO VOLUNTEERS GREEN
DWSRF LOAN NUMBER RF3-444-3.0**

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN CLERK'S OFFICE
TOWN OF RICHMOND, VERMONT
TOWN CENTER BUILDING
203 BRIDGE STREET
PO BOX 285
RICHMOND, VERMONT 05477**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for up to 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>7/19/21</u>
<u>2</u>	<u>7/23/21</u>
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 3. The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- F. Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.
- G. Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:
1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
 2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with

- said contract provisions and with the rules, regulations, and relevant orders of the Secretary.
3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.
 4. It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.
 5. It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.
 6. It will refrain from entering into any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and
 7. In the event that he fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.
- H. **Certification of Non-Segregated Facilities** - The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BRIDGE STREET WATER LINE REPLACEMENT – CHURCH STREET TO VOLUNTEERS GREEN					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
1	12" DR-14, C-900 PVC Water Main	l.f.	825	\$120.00	\$99,000.00
2	8" DR-14 C-900 PVC Water Main	l.f.	15	\$130.00	\$1,950.00
3	¾" Copper House Services	l.f.	210	\$90.00	\$18,900.00
4	12" Gate Valve	ea.	2	\$2,500.00	\$5,000.00
5	8" Gate Valve	ea.	1	\$1,500.00	\$1,500.00
6	Fire Hydrant Assembly	ea.	2	\$8,000.00	\$16,000.00
7	¾" Corporation Stops	ea.	8	\$250.00	\$2,000.00
8	¾" Curb Stops and Boxes	ea.	8	\$300.00	\$2,400.00
9	Decommissioning and Abandonment of Existing Water Lines	l.s.	1	\$9,000.00	\$9,000.00
10	Rock/Boulder Excavation	c.y.	5	\$250.00	\$1,250.00
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	ea.	2	\$1,500.00	\$3,000.00
12	Excavation & Rep. of Unsuitable Material (as necessary)	c.y.	30	\$50.00	\$1,500.00
13	Bituminous Pavement Removal & Reinstallation (Roads)	s.y.	550	\$55.00	\$30,250.00
14	Bituminous Pavement Removal & Reinstallation (Curbs & Sidewalks)	s.y.	11	\$100.00	\$1,100.00
15	Bituminous Cur Replacement	l.f.	30	\$30.00	\$900.00
16	Bituminous Sidewalk Replacement	s.y.	10	\$100.00	\$1,000.00
17	ADA Compliant Steel Truncated Domes	ea.	1	\$500.00	\$500.00
18	Class "B" Concrete	c.y.	5	\$500.00	\$2,500.00
19	Calcium Chloride for Dust Control	Ton	2	\$1,500.00	\$3,000.00
20	Landscaping & Re-Establishment of Vegetation	l.s.	1	\$5,000.00	\$5,000.00
21	Erosion Control	l.s.	1	\$4,000.00	\$4,000.00
22	Rigid Trench Insulation	s.f.	30	\$3.50	\$105.00
23	Traffic Regulation	l.s.	1	\$46,000.00	\$46,000.00
24	Mobilization/Demobilization (15% Max)	l.s.	1	\$42,800.00	\$42,800.00
25	Bonds	l.s.	1	\$3,500.00	\$3,500.00
26	Project Sign	l.s.	1	\$2,500.00	\$2,500.00
Total of All Bid Items					\$ 304,655.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 81 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 88 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Refer to Instructions To Bidders);
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - ~~E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;~~
 - F. Contractor's License No.: N/A [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - ~~G. Required Bidder Qualification Statement with supporting data; and~~
 - ~~H. EPA Form 6100-3 (DBE Subcontractor Performance Form) and EPA Form 6100-4 (DBE Subcontractor Utilization Form).~~

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

- 9.01 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:
- A. 45 CFR Part 604 – Disclosure of Lobbying Activities
 - B. Certification regarding Debarment, Suspension, and Ineligibility Statement
 - C. Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities
- 9.02 have, have not (check one), participated in a previous contract or subcontract subject to Executive order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
- 9.03 have, have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 9.04 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to

enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.

- 9.05 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**TOWN OF RICHMOND
BRIDGE STREET – WATER MAIN REPLACEMENT PROJECT
CHURCH STREET TO VOLUNTEERS GREEN**

All prospective Bidders shall complete sections 1-9 of this form. At the Owners discretion, Sections 10-12 as well as Attachments A, B and C may be required of the Apparent Low Bidder following bid opening.

QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT
PERMITTED BY LAWS AND REGULATIONS**

1. SUBMITTED BY:

Official Name of Firm:

S. D. Ireland Brothers Corporation

Address:

PO Box 2286

50 Burlington VT 05407

2. SUBMITTED TO:

Town of Richmond, Vermont

3. SUBMITTED FOR:

Owner:

Town of Richmond, Vermont

Project Name:

Bridge Street Infrastructure Replacement Project

TYPE OF WORK:

WATERLINE REPLACEMENT

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

JACK LAFRANCOISE

Title:

PROJECT MANAGER

Phone: 802-857-8755

Email: j.lafsamboise@iceland.com

5. **AFFILIATED COMPANIES:**

Name: SD Iceland Concrete Construction Corp

Address: - Same -

6. **TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: VT

Date of Organization: 3-22-95

Executive Officers:

- President: Scott D Iceland

- Vice President(s): Stephen D Iceland

Randy Lafsamboise

Kimberly J Iceland

- Treasurer:

Andrew Marks

- Secretary:

Andrew Marks

LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address: _____

7. LICENSING

Jurisdiction: NIA

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

NIA

9. BONDING INFORMATION

Bonding Company: North American Specialty Ins Co

Address: _____

Bonding Agent: Hickock & Boardman

Address: PO Box 1084
Burlington VT 05402

Contact Name: Robin Farone

Phone: 383-1663

Aggregate Bonding Capacity: 125 million

Available Bonding Capacity as of date of this submittal: 75 million

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

~~If YES, attach as an Attachment details including Project Owner's contact information.~~

~~12. EQUIPMENT:~~

~~MAJOR EQUIPMENT:~~

~~List on Schedule C all pieces of major equipment available for use on Owner's Project.~~

~~I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.~~

~~NAME OF ORGANIZATION: _____~~

~~BY: _____~~

~~TITLE: _____~~

~~DATED: _____~~

NOTARY ATTEST:

~~SUBSCRIBED AND SWORN TO BEFORE ME~~

~~THIS _____ DAY OF _____, 20____~~

~~NOTARY PUBLIC STATE OF _____~~

~~MY COMMISSION EXPIRES: _____~~

REQUIRED ATTACHMENTS

The following attachments may be requested of the Apparent Low Bidder at the Engineer or Owners discretion during the bid review process. These documents DO NOT need to be filled out and submitted as part of the Bidders bid submittal.

- ~~1. Schedule A (Current Experience).~~
- ~~2. Schedule B (Previous Experience).~~
- ~~3. Schedule C (Major Equipment).~~
- ~~4. Audited balance sheet for each of the last 3 years for firm named in Section 1.~~
- ~~5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.~~
- ~~6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.~~
- ~~7. Additional items as pertinent.~~

BIDDER: [Indicate correct name of bidding entity]

S.D. IRELAND BUSINESS CORPORATION

By:
[Signature]

AMW

[Printed name]

RANDY LAFRAMBOISE

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

JL Laframboise

[Printed name]

Jack Laframboise

Title:

Project Manager

Submittal Date:

JULY 30, 2021

Address for giving notices:

193 INDUSTRIAL AVENUE

WILKSTON, VT 05495

Telephone Number:

802-863-6222

Fax Number:

802-860-1528

Contact Name and e-mail address:

JACK LAFRAMBOISE

jlaframboise@jdirieland.com

Bidder's License No.:

N/A

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.


S.D. IRELAND BROTHERS CORPORATION
CERTIFICATE OF OFFICER
And
UNANIMOUS CONSENT

The undersigned Secretary of S.D. Ireland Brothers Corporation, a Vermont Corporation (the "Corporation"), hereby certifies that the following resolution was duly adopted by unanimous written consent of the Board of Directors of the Corporation in lieu of any meeting for that purpose, in accordance with 11A V.S.A. Section 8.21, and such resolution is currently in full force and effect without modification:

RESOLVED, that the Corporation shall submit a bid for the Town of Richmond – Bridge Street Water Main Replacement – Church Street to Volunteers Green – DWSRF Loan Number RF3-444-3.0 project and such bid is hereby **RATIFIED** and **APPROVED** on such terms as Randy Laframboise Vice President of the Corporation, shall deem appropriate; and it is

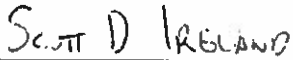
FURTHER RESOLVED, that Randy Laframboise Vice President of the Corporation, is hereby **AUTHORIZED** and **EMPOWERED** by and on behalf of the Corporation to execute the Bid, with such changes and modifications as he deems necessary and appropriate, and to execute all other documents and instruments, and to do all other acts and things, as are necessary or desirable in connection with the Bid, his execution of the Bid or any other such document or instrument to constitute conclusive evidence of his authority to act for the Corporation.

Dated as of the 30th day of July, 2021.




Secretary of the Corporation

WRITTEN CONSENT OF DIRECTORS:



Scott D. Ireland



Stephen D. Ireland

Town of Richmond – Bridge Street Water Line Replacement

List of Suppliers:

- ***FW Webb Company***
80 Park Avenue, Williston VT 05495
- ***Frank W. Whitcomb Construction Corporation***
115 Whitcomb St, Colchester, VT 05446

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

S.D. Ireland Brothers Corp.

as Principal, (hereinafter called the "Principal"), and North American Specialty Insurance Company

1200 Main Street, Suite 800, Kansas City, MO 64105

, a corporation duly organized under the laws of the State of New Hampshire, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto

Town of Richmond, Town Center Building, 203 Bridge St, Richmond, VT 05477

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid


Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Bridge Street Water Main Replacement

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

Signed and sealed this 29th day of July A.D., 2021



Witness



Leo Wrighton

Witness

S.D. Ireland Brothers Corp.

Principal

Andrew Marks, Chief Financial Officer

(SEAL)

North American Specialty Insurance Company

Surety

By

Paul E. Plunkett

(SEAL)

Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by North American Specialty Insurance Company

North American Specialty Insurance Company

vouches that the language in the document conforms exactly to the language

used in AIA Document A-310, February 1970 Edition.

BID70000ZZ0701f

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas. each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, D.MICHAEL BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARAONE, KIRK D. FLANAGAN,
RICHARD S. SMITH, PETER J. RICKER, and BRIAN J. AITCHISON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7TH day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 7TH day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of July, 2021.

[Signature]
Jeffrey Goldberg, Vice President, & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

SCHEDULE A (Schedule A does not need to be submitted as part of the bid)

CURRENT EXPERIENCE

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B (Schedule B does not need to be submitted as part of the bid)

PREVIOUS EXPERIENCE (include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person Name: Address: Telephone:	Design Engineer Name: Company: Telephone:	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE (Schedule C does not need to be submitted as part of the bid)

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

BRIDGE STREET WATER LINE REPLACEMENT – CHURCH STREET TO VOLUNTEERS GREEN					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Extended Bid Price
1	12" DR-14, C-900 PVC Water Main	l.f.	825	109.93	90,692.25
2	8" DR-14 C-900 PVC Water Main	l.f.	15	166.44	2496.60
3	¾" Copper House Services	l.f.	210	90.00	18900.00
4	12" Gate Valve	ea.	2	2924.70	5849.40
5	8" Gate Valve	ea.	1	1855.40	1855.40
6	Fire Hydrant Assembly	ea.	2	6570.75	13141.50
7	¾" Corporation Stops	ea.	8	596.50	4772.00
8	¾" Curb Stops and Boxes	ea.	8	556.50	4452.00
9	Decommissioning and Abandonment of Existing Water Lines	l.s.	1	2520.00	2520.00
10	Rock/Boulder Excavation	c.y.	5	259.20	1296.00
11	Miscellaneous Exploratory Exc. (Test Pits as necessary)	ea.	2	1260.00	2520.00
12	Excavation & Rep. of Unsuitable Material (as necessary)	c.y.	30	62.32	1869.60
13	Bituminous Pavement Removal & Reinstallation (Roads)	s.y.	550	60.25	33137.50
14	Bituminous Pavement Removal & Reinstallation (Curbs & Sidewalks)	s.y.	11	111.91	1231.01
15	Bituminous Cur Replacement	l.f.	30	221.07	6632.00
16	Bituminous Sidewalk Replacement	s.y.	10	40.85	408.50
17	ADA Compliant Steel Truncated Domes	ea.	1	335.00	335.00
18	Class "B" Concrete	c.y.	5	662.60	3313.00
19	Calcium Chloride for Dust Control	Ton	2	1310.00	2620.00
20	Landscaping & Re-Establishment of Vegetation	l.s.	1	6632.00	6632.00
21	Erosion Control	l.s.	1	4791.33	4791.33
22	Rigid Trench Insulation	s.f.	30	13.62	408.60
23	Traffic Regulation	l.s.	1	39654.50	39654.50
24	Mobilization/Demobilization (15% Max)	l.s.	1	26532.25	26532.25
25	Bonds	l.s.	1	4200.00	4200.00
26	Project Sign	l.s.	1	680.00	680.00
Total of All Bid Items					\$ 280,940.44

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**TOWN CLERK'S OFFICE
TOWN OF RICHMOND, VERMONT
TOWN CENTER BUILDING
203 BRIDGE STREET
PO BOX 285
RICHMOND, VERMONT 05477**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for up to 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
# 1 _____	07/19/2021 _____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 3. The Bidder shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including contracts, subcontracts, and sub-grants under grants and loans) and that all sub-recipients shall certify and disclose accordingly.
 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- F. Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.
- G. Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:
1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.
 2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with

said contract provisions and with the rules, regulations, and relevant orders of the Secretary.

3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.
 4. It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.
 5. It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.
 6. It will refrain from entering into any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and
 7. In the event that he fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.
- H. Certification of Non-Segregated Facilities - The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 81 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 88 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security (Refer to Instructions To Bidders);
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - ~~E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;~~
 - F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - ~~G. Required Bidder Qualification Statement with supporting data; and~~
 - ~~H. EPA Form 6100-3 (DBE Subcontractor Performance Form) and EPA Form 6100-4 (DBE Subcontractor Utilization Form).~~

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

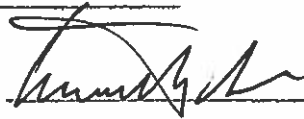
- 9.01 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:
- A. 45 CFR Part 604 – Disclosure of Lobbying Activities
 - B. Certification regarding Debarment, Suspension, and Ineligibility Statement
 - C. Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities
- 9.02 I have, have not (check one), participated in a previous contract or subcontract subject to Executive order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: <http://www.dol.gov/ofccp/regs/statutes/eo11246.htm>
- 9.03 I have, have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
- 9.04 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to

enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.

9.05 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDER: *(Indicate correct name of bidding entity)*

By:
(Signature)



(Printed name) Tim Cole

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
(Signature)

(Printed name) Lauren Weir

Title: Contract Manager

Submittal Date: 07/30/2021

Address for giving notices:

68 Champlain Drive Colchester, VT 05446

Telephone Number: 802-399-2068

Fax Number: 802-497-1006

Contact Name and e-mail address: Jason DiDonato jason@dirtechvt.com

Bidder's License No.:

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

**TOWN OF RICHMOND
BRIDGE STREET – WATER MAIN REPLACEMENT PROJECT
CHURCH STREET TO VOLUNTEERS GREEN**

All prospective Bidders shall complete sections 1-9 of this form. At the Owners discretion, Sections 10-12 as well as Attachments A, B and C may be required of the Apparent Low Bidder following bid opening.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. SUBMITTED BY:

Official Name of Firm:

Dirt Tech Company LLC

Address:

68 Champlain Drive
Colchester, VT 05446

2. SUBMITTED TO:

Town of Richmond, Vermont

3. SUBMITTED FOR:

Owner:

Town of Richmond, Vermont

Project Name:

Bridge Street Infrastructure Replacement Project

TYPE OF WORK:

Sitework and Excavation

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

Tim Cole

Title:

Owner

Phone: 802-399-2068

Email: tim@dirtechvt.com

5. AFFILIATED COMPANIES:

Name: _____

Address: _____

6. TYPE OF ORGANIZATION:

SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer:

- Secretary:

LIMITED LIABILITY COMPANY

State of Organization:

Vermont

Date of Organization:

June 2006

Members:

Tim and Tina Cole

JOINT VENTURE

State of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address: _____

7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company:

Address:

Bonding Agent:

Address:

Great Midwest Insurance Company
800 Gessner Suite 600
Houston, TX 77024
Adam Osha - Kinney Pike
1011 North Main Street, Suite 4
White River Jct, VT 05001

Contact Name: _____

Adam Osha

Phone: _____

800-296-5722

Aggregate Bonding Capacity: \$7,500,000 Single, \$12,000,000 agg

Available Bonding Capacity as of date of this submittal: \$6,000,000 Single, \$10,500,000 agg

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on Schedule A all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on Schedule B all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES NO

~~IF YES, attach as an Attachment details including Project Owner's contact information.~~

~~12. EQUIPMENT:~~

~~MAJOR EQUIPMENT:~~

~~List on Schedule C all pieces of major equipment available for use on Owner's Project.~~

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20__

NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

The following attachments may be requested of the Apparent Low Bidder at the Engineer or Owners discretion during the bid review process. These documents DO NOT need to be filled out and submitted as part of the Bidders bid submittal.

1. ~~Schedule A (Current Experience).~~
2. ~~Schedule B (Previous Experience).~~
3. ~~Schedule C (Major Equipment).~~
4. ~~Audited balance sheet for each of the last 3 years for firm named in Section 1.~~
5. ~~Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.~~
6. ~~Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.~~
7. ~~Additional items as pertinent.~~

SCHEDULE A Schedule A does not need to be submitted by applicants.

CURRENT EXPERIENCE

Project Name	Client's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B (Schedule B does not need to be submitted)

PREVIOUS EXPERIENCE - Include All Projects Completed within last 5 years

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				
Name: Address: Telephone:	Name: Company: Telephone:	Name: Company: Telephone:				

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE (Schedule C does not include equipment owned by the State of California)

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

BID SECURITY

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

BIDDER (Name and Address):

Dirt Tech Company LLC
68 Champlain Drive
Colchester, VT 05446

TYPE OF SURETY (certified check, bank money order, or a Bid bond) (Include Name, and Address of Principal Place of Business of Surety Holder):

Great Midwest Insurance Company
800 Gessner, Suite 600
Houston, TX 77024

OWNER (Name and Address):

Tow of Richmond
203 Bridge Street
Richmond, VT 05477

BID

Bid Due Date: July 30, 2021

Description (Project Name— Include Location): Bridge Street Water Main Replacement

BOND

Bond Number:

Date: July 30, 2021

Penal sum Five Percent of Bid Attached

\$ 5% Attached

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Dirt Tech Company, LLC

SURETY

Great Midwest insurance Company

Bidder's Name and Corporate Seal

(Seal)

Surety's Name and Corporate Seal

(Seal)

By:

Signature

By:

Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest:

Signature

Attest:

Signature

Title

Customer Service Agent

Title

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

ADAM C. OSHA, CHRISTINA HENDERSON, ELIZABETH HARLOW, AMANDA RUDIO, PEGGY A. HUNT, DEBORAH J. POLJACIK, JESSICA SALADINO

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Fifteen Million dollars (\$15,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

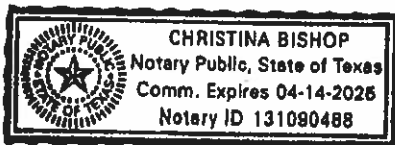


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 30th Day of July, 2021.



BY [Signature] Leslie K. Shaunty Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**RESOLUTION OF THE SOLE MEMBER OF
Dirt Tech Company, LLC**

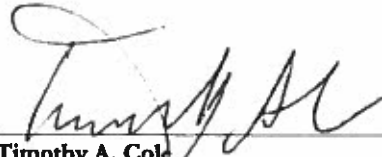
We, Timothy A. Cole and Tina Cole, husband and wife, as tenants by the entirety, hereby certify that we are the Sole Member of Dirt Tech Company, LLC a Limited Liability Company organized and existing under the laws of the State of Vermont (the "Company"), and that the following reflects a true and correct resolution duly adopted by all of the sole Member of said Company.

NOW THEREFORE, be it

RESOLVED, that all actions heretofore taken on behalf of the Company hereby and all instruments, documents, and papers executed in the name of and on behalf of the Company necessary to initiate bids and execute contracts with the State of Vermont, are hereby ratified and confirmed.

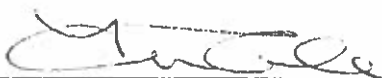
RESOLVED, that **TIMOTHY A. COLE** and/or **TINA COLE** are hereby authorized to execute any and all documents necessary, including but not limited to, the execution of contracts, agreements, and the like with the State of Vermont;

We have signed this certificate on the 6 day of July, 2017.




Timothy A. Cole

And



**Tina Cole, Husband and Wife,
as Tenants by the Entirety, Member**

~~APPROVED AS TO FORM:~~



Timothy A. Cole, Secretary



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Business Information

Business Details

Business Name: DIRT TECH COMPANY, LLC

Business ID: 0023571

File #: L0016625

Business Type: Domestic Limited Liability Company

Business Status: Active

LLC Subtype: Member Managed

Did the LLC have members at the time of filing? No

Date of Incorporation / Registration Date: 06/07/2006

Business Description: EXCAVATION, DIRT WORK, RELATED **Fiscal Year Month:** 12

Designated Office Business Address: 68 Champlain Drive, Colchester, VT, 05446, USA

Designated Office Mailing Address: 68 Champlain Drive, Colchester, VT, 05446, USA

Citizenship / Domestic Jurisdiction: Domestic/VT

Last Annual Report Year: 2020

Last Report Filed: 01/20/2021

Next Filing Due Date: 01/01/2022

Principals Information

Name/Title:

Physical Address:

TIMOTHY A. COLE/Member

118 VT ROUTE 117, JERICHO, VT, 05465, USA

TINA COLE/Member

118 VT ROUTE 117, JERICHO, VT, 05465, USA

Registered Agent Information

Name: Vermont Attorney Registered Agent Services, LLC

Physical Address: 3069 Williston Road, South Burlington, VT, 05403, USA

Mailing Address: 3069 Williston Road, South Burlington, VT, 05403, USA

Agent Type: Registered Entity

Assumed Business Name Information

No Business Registrants associated with this Assumed Name..

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