

# BID FORM FOR CONSTRUCTION CONTRACT

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **Town of Richmond, 203 Bridge Street, Richmond, VT 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. *Required Bid security*
  - B. *Qualifications/Previously Completed Similar Projects with References*
  - C. *Proposed Schedule for Completing the Project*

## ARTICLE 3—BASIS OF BID—UNIT PRICES

### 3.01 Bids

- A. Bidder will perform the following Work at the indicated price:

Item No.	Description	Unit	Quantity	Bid Amount
1.0	General Conditions	LS	1	25,000
2.0	Bridge 31 Repairs – Labor	NTE	1	58,000
3.0	Bridge 31 Repairs - Materials	NTE	1	10,000
Bid Total (Items 1.0, 2.0, 3.0)				\$ 93,000

*ninety three thousand dollars and 00/100*

- B. Bidder will perform the Work with the proposed schedule of (write in, or attach separately to this Bid Form, a proposed and realistic schedule):

*CCS will do this job in October of 2022*

- C. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents, and
3. Any unbalanced unit pricing, or “pennied” items, will be honored by the Contractor, regardless of the final quantity constructed as part of the project, and
4. Owner reserves the right to reject any and all bids, at their sole discretion, and

**ARTICLE 4—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

4.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

4.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Selection will be based on Bidder Cost (10 points/50%), Schedule (5 points/25%) and Qualifications (5 points/25%). Scoring will be completed by the Town Manager, Town Highway Foreman, Town Engineer. Final selection will be by the Selectboard.

4.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
<i>N/A</i>	<i>N/A</i>

**ARTICLE 5—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

5.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. 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; and the Bidding Documents on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
6. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
7. 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.
8. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
9. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
10. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 5.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. 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.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder: CCS Constructors Inc  
*(typed or printed name of organization)*

By: C.C.C.  
*(individual's signature)*

Name: Chris Chauvin  
*(typed or printed)*

Title: VP  
*(typed or printed)*

Date: 8/9/22  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: [Signature]  
*(individual's signature)*

Name: Tyler Parker  
*(typed or printed)*

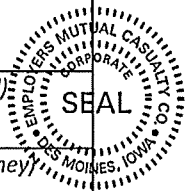
Title: PM  
*(typed or printed)*

Date: 8/9/22  
*(typed or printed)*

Address/contact for giving notices: Chris Chauvin  
138 Main St Ave Marlinton, VT 05661

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: CCS Constructors, Inc Address (principal place of business): 138 Munson Avenue Morrisville, VT 05661	<b>Surety</b> Name: Employers Mutual Casualty Company Address (principal place of business): P.O. Box 712 Des Moines, IA 50306-0712
<b>Owner</b> Name: Town of Richmond Address (principal place of business): 203 Bridge St Richmond, VT 05477	<b>Bid</b> Project (name and location): Bridge 31 Repairs - Bridge Street  Bid Due Date: August 9, 2022
<b>Bond</b> Penal Sum:            5%            Five Percent of Amount Bid Date of Bond: August 9, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> CCS Constructors, Inc _____ (Full formal name of Bidder)	<b>Surety</b> Employers Mutual Casualty Company _____ (Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: <u>Gail M. Perrin</u> (Signature) (Attach Power of Attorney)
Name: <u>Chris Chauvin</u> (Printed or typed)	Name: <u>Gail M. Perrin</u> (Printed or typed)
Title: _____ (Signature)	Title: <u>Attorney-In-Fact</u> (Printed or typed)
Attest: _____ (Signature)	Attest: <u>Jehanne Rabor</u> (Signature)
Name: <u>Bridget Cawmarcke</u> (Printed or typed)	Name: <u>Jehanne Rabor</u> (Printed or typed)
Title: <u>Accounting Manager</u>	Title: <u>Surety Acct Rep</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) 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 the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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.
10. 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Gail M. Perrin**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond  
 Principal : CCS Constructors, Inc  
 Obligee : Town of Richmond

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

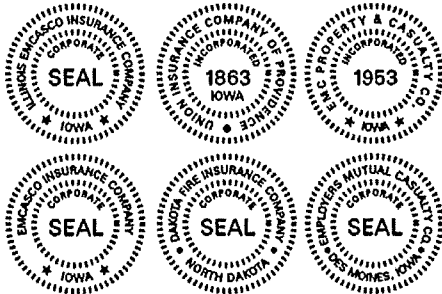
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Authority is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 1st day of July, 2018.

Seals



*Bruce G. Kelley*

Bruce G. Kelley, CEO, Chairman of Companies 2, 3, 4, 5 & 6; President of Companies 1, 2 & 6; Treasurer of Companies 1, 2, 3, 4 & 6

*Todd Strother*

Todd Strother, Senior Vice President

On this 1st day of July, 2018 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President and Treasurer, and/or Senior Vice President, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2022.

*Kathy Loveridge*

Notary Public in and for the State of Iowa



### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 1st day of July, 2018, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of August, 2022.

*J D Clough* Vice President

CERTIFICATE TO VOTE

I, Raymond Chauvin, hereby certify that I am duly elected President of CCS Constructors Inc.

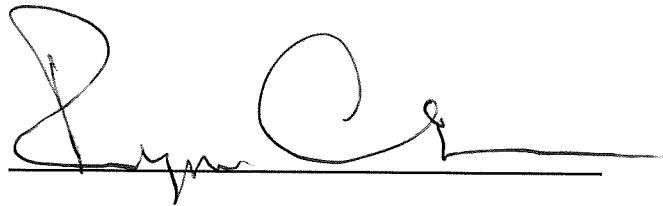
I hereby certify the following is true copy of a vote taken at a meeting of the Board of Directors of the Corporations, duly called and held on August 1, 2022 at which a quorum of the Board was present and voting.

VOTED: That Vice President and General Manager, Chris Chauvin, be and hereby is authorized on behalf of the Company to execute and deliver all documents necessary to enter into a contract.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of August 1, 2022 and that Chris Chauvin is the duly elected Vice President and General Manager of this Corporation.

Date: 8/2/22

Attest:

A handwritten signature in black ink, appearing to read 'Raymond Chauvin', written over a horizontal line.

Raymond Chauvin, President

CCS Constructors Inc.  
138 Munson Ave.  
Morrisville, VT 05661