

LEGAL NOTICE  
INVITATION TO BID – TOWN OF ELLINGTON  
AUDIT SERVICES FOR YEARS 2010, 2011, 2012, 2013, AND 2014

The Town of Ellington, acting through its Finance Officer, invites qualified independent certified public accountants to submit proposals for the performance of an audit of its financial accounts and records covering the periods July 1, 2009 through June 30, 2010; July 1, 2010 through June 30, 2011; July 1, 2011 through June 30, 2012, with the Town having the option to renew for additional years, July 1, 2012 through June 30, 2013, and/or July 1, 2013 through June 30, 2014 for the purpose of rendering an auditor's opinion regarding the fairness of applicable financial statements and the compliance of the Town of Ellington with applicable legal provisions, in accordance with generally accepted municipal auditing standards.

Bids are to be delivered to the Finance Office, Town Hall. Proposals are to be clearly marked and sealed and shall be directed to:

Nicholas J. DiCorleto, Jr.  
Town of Ellington  
55 Main Street P.O. Box 187  
Ellington, CT 06029

Bid proposals for the contract, including all subcontractors will be received until 2:0 p.m. March 22, 2010. Bids will then be publicly opened and read aloud in the Meeting Hall of the Town Hall.

Contract documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut, during normal business hours, on or after March 2, 2010.

No bid may be withdrawn for a period of ninety (90) days after opening of bid without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding, and the Town need not necessarily award the contract to the lowest bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid, because of the greater expertise, experience, resources, efficiency or familiarity with the Town of the awardee.

Specifications may be examined at the Finance Office or the Town Clerk's Office, Town of Ellington, 55 Main Street, Ellington, Connecticut 06029. If a copy of a prior audit is requested, a non-refundable charge of \$50.00 will be made.

No appropriation has been enacted for this project. It is anticipated that an appropriation will be requested and approved after bid opening. The town reserves the right to reject any bid if no appropriation is enacted and/or to negotiate an extension of the time to award the contract if an appropriation is in process.

TOWN OF ELLINGTON

  
BY: Nicholas J. DiCorleto, Finance Officer

INVITATION TO BID – TOWN OF ELLINGTON  
AUDIT SERVICES FOR YEARS 2010, 2011, 2012, 2013 AND 2014

The Town of Ellington invites qualified independent certified public accountants to submit proposals for the performance of an audit of its financial accounts and records covering the period July 1, 2009 through June 30, 2010; July 1, 2010 through June 30, 2011; July 1, 2011 through June 30, 2012, with the Town having the option to renew for additional years, July 1, 2012 through June 30, 2013, and/or July 1, 2013 through June 30, 2014 for the purpose of rendering an auditor's opinion regarding the fairness of applicable financial statements and the compliance of the Town of Ellington with applicable legal provisions, in accordance with generally accepted municipal auditing standards. The contract beyond the first year is contingent upon and subject to appropriations in subsequent years, as well as competent completion of the prior year audit under this contract.

A. General Information

The Town of Ellington is a municipal corporation of the State of Connecticut. The principal municipal departments, all of which will be subject to this audit, have a total appropriation of \$44,153,184 in the current fiscal year and a current equivalent work force of 403. The most recent audit of the Town of Ellington was performed in 2009 for the period July 1, 2008 through June 30, 2009. A copy of the auditor's report of the Town of Ellington is available from the Finance Office for \$50.00, or available on the town's web site.

B. Performance Specifications

Indicate in your proposal if you agree to meet or exceed the following performance specifications. Explain any exceptions you have regarding them.

1. The audit must be performed to generally accepted governmental auditing standards, Government Auditing Standards (Revised 1994) including all amendments, issued by the Comptroller General of the United States, the Federal Single Audit Act as Amended, 1996, and the provisions of OMB Circular A-133, revised June 27, 2003, Audits of State and Local Government, and the most current effective standards as of the date of each audit. The audit shall also be conducted to satisfy the requirements of the State of Connecticut Office of Policy and Management, as set forth in Connecticut General Statutes Sections 4-230 through 4-236, as amended or as may be amended as of the date of each audit, State of Connecticut Single Audit Act, and the Governmental Accounting Standards Board (GASB). Acceptance by the Office of Policy and Management of the auditor's report is an essential obligation of the firm conducting the audit.

2. The audit shall be a financial and compliance review of the Management's Discussion and Analysis, Statement of Net Assets, Statement of Activities, Governmental Funds, General Fund, Proprietary Funds, Fiduciary Net Assets, Special Revenues Funds, Capital Projects Funds, Permanent Funds, Fiduciary Funds, Agency Funds, Federal Single Audit, State Single Audit, Child Nutrition Program, Federal and State Educational Program Fund, State of Connecticut's End of the Year School Report-ED001, Small Cities Grant, STEAP Grant, Hall Memorial Library, Water Pollution Authority, School Activity Funds, Youth Services Bureau, and Ambulance Fee Fund. It is required that the agreed upon procedures for the Connecticut State Department of Education End of the School Year Report (ED001) be completed on or before December 31.

THE TOWN OF ELLINGTON CONNECTICUT



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### Town Audit Report & Financial Statements

- [As of June 30, 2009 + Single Audit Report](#)
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- [As of June 30, 2007 + Single Audit Report](#) (previously combined with the Auditor's Report)
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3. The firm shall adhere to generally accepted municipal auditing procedures.
4. The audit shall cover the fiscal year periods July 1, 2009 – June 30, 2010; July 1, 2010 – June 30, 2011; July 1, 2011 – June 30, 2012, with the Town having the option to renew for additional years, July 1, 2012 through June 30, 2013, and/or July 1, 2013 through June 30, 2014.
5. The firm shall submit the final audit report no later than December 31, following the close of each fiscal year for which the audit is performed as required by the Town Charter. Draft of audit report no later than December 15.
6. The firm shall agree to utilize the Town of Ellington's staff to perform all work of an assisting nature, consistent with generally accepted auditing standards, and whenever qualified town employees are available.
7. The firm shall express an opinion on the financial statements and an opinion on compliance with applicable legal provisions.
8. The firm shall submit a draft written report on internal accounting control weakness, if any, no later than December 15 following the end of each fiscal year for which an audit is being performed.
9. The firm shall submit a draft management letter no later than December 15, of each fiscal year, which shall identify management weaknesses observed; assess their effects on financial management, propose initial steps toward eliminating them, meet with agency heads to discuss any modifications to the firm's evaluation and recommendation, and shall then provide a final report with the completed audit and include responses to these comments by the affected agency heads.
10. The firm shall provide fifty printed and bound copies of the auditor's report, the financial statements and schedules, the management letter, and the report on internal accounting control weaknesses and a pdf file of the entire audit report. The partner in charge of the audit shall attend up to three public meetings per year, which may be during evening hours, at which the audit report will be discussed.
11. The firm shall make available its working papers to Federal Agencies, State Agencies and Finance Officer, upon request and in accordance with federal and state grant provisions.
12. The firm shall provide assistance to the Finance Officer in preparing the Comprehensive Annual Financial Report if applicable.
13. Audit reports will be filed with municipal securities information repositories by the Finance Officer.

14. The firm shall consent to use by the Town of Ellington of the firm's audit opinions and the financial statements and notes contained in audit reports in connection with: (1) offerings of municipal bonds, notes or other obligations to the market, including, without limitation, the insertion of such items, or relevant portions thereof, in official statements prepared in connection with such offerings, (2) provision of annual financial information and operating data to the markets in accordance with Rule 15c2-12 of the Securities and Exchange Commission, including without limitation the insertion of such items, or relevant portions thereof, in filings with nationally recognized municipal securities information repositories, the Municipal Securities Rulemaking Board, and the state information depository, if one is established for the State of Connecticut. The firm shall reformat its audit opinion as necessary or appropriate for inclusion in any such official statement, and shall undertake such due diligence review of relevant portions of any such official statement or of any such filing as shall be necessary or appropriate, and (3) in any other manner necessary or convenient for the Town of Ellington.

C. Instructions Regarding Proposals

Eight (8) copies of your proposal are required by the Finance Officer.

Proposals must include:

1. Qualification of the firm:
  - a. A description of your firm and its relevant prior experience.
  - b. Three references which shall be local government officials. If these cannot be provided, please explain.
  - c. A description of the partners and managers to be assigned to this engagement, including their resumes.
2. Technical approach:
  - a. Express agreement to meet or exceed the performance specifications stated in Section B.
  - b. A tentative schedule for performing the key phases of the audit.
  - c. A brief description of the audit procedures to be followed, presented in a form which shall best aid the Town of Ellington in evaluation of your firm's ability to identify, evaluate and communicate on local government financial problems.
3. Fees:
  - a. The fee that your firm will charge the Town of Ellington for the audit, and hourly rates for each level of staff if the Town of Ellington authorized your firm to expand the scope of the engagement. It is important that the attached fee schedule be completed.

D. Evaluation Procedures

The Board of Finance, the membership of which is listed below, shall evaluate the proposals on the basis of qualifications, relevant experience, and responsiveness of the bidders, as well as the estimated cost of the engagement or to provide additional services during any of the years. The board may conduct oral interviews with some or all proposers but is not required to do so.

E. Contracts, Billing and Payment

The Town of Ellington expects to sign a contract with the selected firm. Progress payments will be billed monthly for services rendered in the prior month. Final payment will be due upon receipt of the final reports. It is the intention of the Board of Finance to enter into a three-year contract with the Town having the option to renew for up to two additional years. The contract beyond the first year is contingent upon and subject to appropriations in subsequent years as well as competent completion of the prior year audit under this contract.

F. Further Information

Inquiries shall be directed to Nicholas J. DiCorleto, Jr., Finance Officer, 860-870-3115.

**BOARD OF FINANCE MEMBERS**

Robert J. Clements, Chairman  
Richard J. Cleary  
Mark A. Joyse  
Barry C. Pinto  
Michael D. Varney  
Joseph E. Wehr

BID FORM FOR TOWN AUDITORS

NAME OF FIRM: \_\_\_\_\_

	AUDIT YEAR 2009-2010	AUDIT YEAR 2010-2011	AUDIT YEAR 2011-2012
BASIC FEE FOR COMPLETE AUDIT	_____	_____	_____
OUT-OF-POCKET KNOWN EXPENSES, IF ANY	_____	_____	_____
TOTAL	_____	_____	_____
HOURLY RATES FOR EXPANDED SCOPE OF ENGAGEMENT:			
PRINCIPAL ACCOUNTANT OR PARTNER	_____	_____	_____
MANAGER	_____	_____	_____
STAFF ACCOUNTANT	_____	_____	_____

BID FORM FOR TOWN AUDITORS

NAME OF FIRM: \_\_\_\_\_

OPTIONAL YEARS:

	AUDIT YEAR 2012-2013	AUDIT YEAR 2013-2014	
BASIC FEE FOR COMPLETE AUDIT	_____	_____	_____
OUT-OF-POCKET KNOWN EXPENSES, IF ANY	_____	_____	_____
TOTAL	_____	_____	_____
HOURLY RATES FOR EXPANDED SCOPE OF ENGAGEMENT:			
PRINCIPAL ACCOUNTANT OR PARTNER	_____	_____	_____
MANAGER	_____	_____	_____
STAFF ACCOUNTANT	_____	_____	_____



TOWN OF ELLINGTON  
AUDIT SERVICES FOR YEARS 2010, 2011, 2012, 2013 AND 2014

ELLINGTON, CONNECTICUT

INSTRUCTIONS TO BIDDERS

1. SPECIAL NOTICE TO BIDDERS

A. The bid documents comprise the following:

Legal Notice  
Invitation to Bid  
Instructions to Bidders  
Bid Form  
Draft Contract

2. BID FORM

A. All bids shall be submitted on forms provided herewith, or copies, together with additional qualification statements and information required by the Invitation to Bid which information may be presented in form bidder desires sufficient to enable Town to determine Bidder's experience, competence and qualification to perform work and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. All bidders shall submit eight (8) sets of completely executed bid forms and documents.

C. Bids submitted by all bidders to the Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the words "Bid Documents", and the firm name of the bidder and the project name and address.

D. The Town of Ellington, Connecticut may consider as informal any Contractor's bid which contains an alteration or a departure from the bid form hereto attached.

E. The contract will be based upon the completion of the work according to the Contract Documents, together with all addenda thereto.

3. TIME FOR RECEIVING BIDS

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029 until March 22, 2010, 2:00 p.m. prevailing time at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same will be securely kept, unopened. The officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of the same. Regardless of the cause for delay in the arrival of a bid, it will be returned unopened.

D. Telegraphic, fax or emailed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

#### 4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING

A. Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, prior to the hour fixed for the opening of bids. It is the responsibility of the Bidder to insure receipt of such withdrawal by the Finance Officer in time.

#### 5. INTERPRETATION OF CONTRACT DOCUMENTS

A. No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029. No inquiry, received within five (5) days of the date fixed for the opening of bids, will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Contract Documents have been issued. All such addenda shall become a part of the Contract Documents.

#### 6. EXAMINATION OF PRIOR AUDITS, PUBLIC RECORDS, TOWN ORGANIZATION, ETC.

A. Each bidder shall fully acquaint himself with the records and conditions, as they exist in the Town of Ellington. He should then fully understand the facilities, difficulties and restrictions attending the execution of the work under his contract. Bidders shall also thoroughly examine and be familiar with the Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, or to acquaint himself with the conditions existing in the Town of Ellington, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements nor will such reliance excuse performance in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. AWARD OF CONTRACT

A. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents. The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding, and the Town need not necessarily award the contract to the lowest bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid, because of the greater expertise, experience, resources, efficiency or familiarity with the Town of the awardee. The award of the contract, if same is to be awarded, will be made within ninety (90) days after opening of bids.

B. The successful bidder will be required to execute a contract with the Town of Ellington within fourteen (14) days following the Notice of Award in form substantially as attached.

8. SALES TAX

A. Sales tax does not have to be included in bids. Contractor must obtain the appropriate tax-exempt number from the Finance Office.

**CONTRACT**

**FOR TOWN AUDIT FOR YEARS 2010, 2011, 2012, 2013 AND 2014**

**By and Between:**

**The Town of Ellington**

**and**

## CONTRACT

This AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010, between the Town of Ellington, acting herein by Maurice W. Blanchette, First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and \_\_\_\_\_, with a principal office at \_\_\_\_\_, hereinafter referred to as "the Contractor".

The Project is: To conduct the audit of the financial and compliance records of the Town of Ellington and its associated agencies and accounts.

Hereinafter referred to as "the Project".

The Town and the Contractor agree as follows:

### Article 1. Contract Documents:

1.1 The Contract Documents consist of this Contract, specifications and addenda thereto issued prior to the execution of this Contract, other documents listed in this Contract, and modifications issued after execution of the Contract. All of the foregoing form the Contract between the parties and are as fully a part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated Contract between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the contract documents, other than modifications subsequent to this Contract, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications which may be used after execution of this Contract, are:

- a. This Contract as executed by the parties;
- b. The Town of Ellington Invitation to Bid, Bidding Requirements and Instructions to Bidders, for the audit work, including any addenda or additions issued prior to the awarding of the project bid;
- c. The Contractor's Bid and all documents attached or referred to therein;
- d. Certificate of Insurance;
- e. Certificate of Corporate Principal;

### Article 2. Contract Work

The Contractor shall perform the work as defined in the general conditions and as described in the Contract Documents, hereinafter referred to as "the Work". Without limiting the specific requirements of the Work as set forth in the Contract Documents, a summary description of the Work is:

2.1 The audit must be performed to generally accepted governmental auditing standards, Government Auditing Standards (Revised 1994) including all amendments, issued by the Comptroller General of the United States, the Federal Single Audit Act as Amended, 1996, and the provisions of OMB Circular A-133, revised June 27, 2003, Audits of State and Local Government, and the most current effective standards as of the date of each audit. The audit shall also be conducted to satisfy the requirements of the State of Connecticut Office of Policy and Management, as set forth in Connecticut General Statutes Sections 4-230 through 4-236, as amended or as may be amended as of the date of each audit, State of Connecticut Single Audit Act, and the Governmental Accounting Standards Board (GASB). Acceptance by the Office of Policy and Management of the auditor's report is an essential obligation of the firm conducting the audit.

2.2 The audit shall be a financial and compliance review of the Management's Discussion and Analysis, Statement of Net Assets, Statement of Activities, Governmental Funds, General Fund, Proprietary Funds, Fiduciary Net Assets, Special Revenues Funds, Capital Projects Funds, Permanent Funds, Fiduciary Funds, Agency Funds, Federal Single Audit, State Single Audit, Child Nutrition Program, Federal and State Educational Program Fund, State of Connecticut's End of the Year School Report-ED001, Small Cities Grant, STEAP Grant, Hall Memorial Library, Water Pollution Control Authority, School Activity Funds, Youth Services Bureau and Ambulance Fee Fund. It is required that the agreed upon procedures for the Connecticut State Department of Education End of the School Year Report (ED-001) be completed on or before December 31.

2.3 The firm shall adhere to generally accepted municipal auditing procedures.

2.4 The audit shall cover the fiscal year periods: July 1, 2009-June 30, 2010; July 1, 2010-June 30, 2011; July 1, 2011-June 30, 2012, with the Town having the option to renew for additional years, July 1, 2012 -June 30, 2013 and/or July 1, 2013-June 30, 2014.

2.5 The firm shall submit the final audit report no later than December 31, following the close of each fiscal year for which the audit is performed as required by the Town Charter.

2.6 The firm agrees to utilize the Town of Ellington's staff to perform all work of an assisting nature, consistent with generally accepted municipal auditing standards, and whenever qualified government employees are available.

2.7 The firm shall express an opinion on the financial statements and an opinion on compliance with applicable legal provisions.

2.8 The firm shall submit a draft written report on internal accounting control weakness, if any, no later than December 15 following the end of each fiscal year for which an audit is being performed.

2.9 The firm shall submit a draft management letter no later than December 15, of each fiscal year, which shall identify management weaknesses observed; assess their effects on financial management, propose initial steps toward eliminating them, meet with agency heads to discuss together with any modifications to the firm's evaluation and recommendation, and shall then provide a final report with the completed audit and include responses to these comments by the affected agency heads.

2.10 The firm shall provide fifty printed and bound copies of the auditor's report, the financial statements and schedules, the management letter, and the report on internal accounting control weaknesses and a pdf file of the entire audit report. The partner in charge of the audit shall attend up to three public meetings per year, which may be during evening hours, at which the audit report will be discussed.

2.11 The firm shall make available its working papers to Federal Agencies, State Agencies and the Finance Officer, upon request and in accordance with federal and state provisions.

2.12 The firm shall provide assistance to the Finance Officer in preparing the Comprehensive Annual Financial Report if applicable.

2.13 Audit reports will be filed with municipal securities information repositories by the Finance Officer.

2.14 The firm shall consent to use by the Town of Ellington of the firm's audit opinions and the financial statements and notes contained in audit reports in connection with: (1) offerings of municipal bonds, notes or other obligations to the market, including, without limitation, the insertion of such items, or relevant portions thereof, in official statements prepared in connection with such offerings, and (2) provision of annual financial information and operating data to the markets in accordance with Rule 15c2-12 of the Securities and Exchange Commission, including without limitation the insertion of such items, or relevant portions thereof, in filings with nationally recognized municipal securities information repositories, the Municipal Securities Rulemaking Board, and the state information depository, if one is established for the State of Connecticut. The firm shall reformat its audit opinion as necessary or appropriate for inclusion in any such official statement, and shall undertake such due diligence review of relevant portions of any such official statement or of any such filing as shall be necessary or appropriate, and (3) in any other manner necessary or convenient for the Town of Ellington.

### Article 3. Date of Commencement and Substantial Completion

3.1 The date commencement of the Work shall be not later than July 1, of each year following the end of the fiscal year to be audited.

3.2 The Contractor shall achieve final completion of the Work no later than November 30th, following the close of each fiscal year being audited.

#### Article 4. Contract Sum

The Town shall pay the contractor for the Contractor's performance of the contract subject to additions and deductions as provided in the Contract Documents the total sum of \$

4.1 Extra Charges. The Contractor further agrees that in the event he is requested to perform additional services for the Town in accounting, management or consulting within his expertise that he will charge for time actually expended upon the schedule of rates set forth on the attached Bid Form which shall apply throughout the contract term.

4.2 Alternative Extra Charge. Nothing contained in paragraph 4.1 shall prohibit the parties from defining an additional project and agreeing to a fixed charge or payment for the completion of the project.

#### Article 5. Payment. Payment of the contract shall be as follows:

5.1 Interim Payments. Contractor may submit requests for interim payments monthly to the Finance Officer. Requests shall be for a specific amount and shall be supported by a statement of labor actually performed, expenses actually incurred, material actually delivered to the Finance Officer, and an estimated percentage of the audit actually completed. The Town will not pay more than 90% of the percentage completion as determined by the Finance Officer.

5.2 Final Payment. Final payment shall be after the final completion of the Work following Contractor's delivery to the Finance Officer of the final audit work and approval by the Board of Finance. Payment of the contract sum shall not be deemed a waiver or release of the Contractor's responsibility to correct non-conforming work in the Contract Documents nor to satisfy any other requirements which may survive final payment.

#### Article 6. Additional Provisions:

6.1 Pre-Conditions. The Contractor acknowledges having familiarized himself with Ellington records and current status prior to the execution of this Agreement, and acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all specifications for the Project and has not relied upon any oral representation of any Town official or employee concerning financial or reporting conditions or job requirements not set forth in any of the listed contract documents.

6.2 Insurance. The Contractor shall provide documentation at the time of execution of this Agreement, if not previously submitted, that the following coverages and limits of liability are in effect for the time period of the Project:



A. Worker's Compensation:

1. State: Statutory Coverage
2. Employer's Liability: \$100,000.00

B. Comprehensive General Liability (including Premises and Operations; Independent Contractors' Protection; Projects and Completions; Broad Form Property Damage):

1. Bodily Injury:

\$1,000,000.00 each Occurrence;

\$1,000,000.00 Available Annual Aggregate

2. Personal Injury, with Employment Exclusion Deleted:

\$1,000,000.00 Available Annual Aggregate

3. Property Damage:

\$1,000,000.00 each Person

\$1,000,000.00 each Accident

C. Comprehensive Automobile Liability:

1. \$1,000,000.00 each Person
2. \$1,000,000.00 each Accident

D. Contractual Liability:

1. Bodily Injury: \$1,000,000.00 each Occurrence
2. Property Damage: \$1,000,000.00 Available Annual Aggregate

E. Malpractice or Errors or Omissions coverage of \$1,000,000.00 each incident.

F. All Sub-contractors on this Project shall carry the same coverages as required for the Contractor in A through E of this sub-section, and the Contractor shall determine that such coverage is in effect prior to allowing any Sub-contractor to commence work.

G. Each policy of insurance shall be issued by financially responsible insurers duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of "A/VII" or better.

H. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.

I. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all Federal and State Laws and all local Charter, By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct of the Work, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Owner. If the Owner determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Wage Rates. The Conditions of Employment and Minimum Wage Rates.

6.5.1 The Contractor will comply with all laws pertaining to minimum rates of pay or benefits, payroll reporting and all other specific reporting and compliance which applies to this contract.

6.5.2 The Contractor agrees and warrants that, in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, or national origin in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Ellington, and further agrees to provide the Civil Rights Commission with such information requested by the Commission concerning the employment practices and procedures of the Contractor as they relate to the provisions of this action.

6.6 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provisions of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.6.1 Dispute Resolution. The parties agree that if any dispute arises under this contract, it is to be resolved by arbitration before a panel of three (3) commercial arbiters pursuant to the Rules of the American Arbitration Association which shall conduct any hearing in Tolland County unless AAA dictates otherwise. Should court action be required in connection with the arbitration, exclusive jurisdiction or venue in these matters shall be in the Superior Court of the Judicial District of Tolland at Rockville.

6.7 Appropriations. No appropriation has been enacted for this project. It is anticipated that an appropriation will be requested and approved after bid opening. The Town reserves the right to reject any bid if no appropriation is enacted and/or to negotiate an extension of the time to award the contract if an appropriation is in process. The contract beyond the first year is subject to appropriations in subsequent years as well as competent completion of prior year audits.

6.8 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.9 Non-Assignability. Because this is a contract to provide professional accounting/auditing services wherein the experience and expertise of the Contractor is a material consideration for the Town's award and execution of this contract, no assignment of the rights, obligations or interests by the Contractor in this Agreement will be binding on the Town without its written consent and no such assignment shall release or discharge the Contractor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.10 The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town of Ellington. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this Contract, or costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this Contract.

#### 6.11 MISREPRESENTATION OR DEFAULT

The TOWN may void this agreement if the CONTRACTOR has made any material misrepresentation in its response to the invitation to bid or defaults on any contract with a Connecticut municipality or political subdivision. In such event, the CONTRACTOR shall be liable for any damages incurred by the TOWN, including reasonable attorney's fees.

#### 6.12 CANCELLATION

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt then and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its right here under to terminate the Contract and withhold any payments due.

Article 7. Complete Agreement

The Contractor acknowledges receipt of all of the above specified Contract Documents whether or not attached to this Agreement, all of which shall constitute the complete contract.

Article 8. Amendments

This Agreement, nor any of the Contract Documents, may be modified or amended except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, on the date stated above.

TOWN OF ELLINGTON:

CONTRACTOR:

By \_\_\_\_\_  
Maurice W. Blanchette  
It's First Selectman

By \_\_\_\_\_  
Its  
Duly Authorized