

**LEGAL NOTICE  
INVITATION TO BID  
TOWN OF ELLINGTON**

**FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide labor, services and material to assist the Public Works Department under the guidance of the Director of Public Works in the maintenance and care of all public turf areas under the care of the Town of Ellington.

Bids are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked **FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS** and sealed and shall be directed to:

Tiffany Pignataro, Finance Officer  
Town of Ellington, 55 Main Street  
Ellington, CT 06029

Bid proposals for the Contract will be received until Thursday, March 10, 2022 at 2:00 P.M. Bids will then be publicly opened and read aloud in the Nicholas J DiCorleto Jr Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained electronically on the Town of Ellington's website ([www.ellington-ct.gov](http://www.ellington-ct.gov)) , on or after February 14, 2022.

A pre-bid meeting will be held with the Director of Public Works at **9:30 A.M., prevailing time, on Monday, February 28, 2022** in the **Conference Room, Public Works Facility, 21 Main Street**, Ellington, CT. All potential bidders are required to attend in person. No bid will be accepted from an entity not attending the pre-bid meeting.

No bid may be withdrawn for a period of ninety (90) days after opening of bid without approval and written consent of the Town of Ellington.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 amend or terminate this Invitation to Bid, 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.

TOWN OF ELLINGTON

By \_\_\_\_\_  
Tiffany Pignataro  
Finance Officer

TIFFANY PIGNATARO, FINANCE OFFICER  
55 MAIN STREET  
ELLINGTON, CT 06029

**INSTRUCTION TO BIDDERS**

KEY DATES:

Advertisement of Invitation to Bid	February 14, 2022
Mandatory Pre Bid Meeting	February 28, 2022
Bid Opening	March 10, 2022
Bid Award on or before	March 31, 2022

1. **SPECIAL NOTICE TO BIDDERS:**

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form
5. Bid Bond
6. Non-collusion Affidavit
7. Bidders Legal Status Disclosure
8. Draft Contract
9. Insurance Requirements

2. **BID FORM:**

A. All bids shall be submitted on forms provided, or copies 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. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", **FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**, and the firm name and address of the bidder.

C. All bidders shall submit one (1) original and two (2) copies of completely executed bid forms and documents which shall include: Bid Form, Bidder's Qualification Statement, evidence of insurance per the attached Insurance Requirements, any additional information or proposed substitutions the bidder wishes to provide.

1. A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to perform the required maintenance services.

2. If a bidder is a corporation, limited liability Company, or other business entity that is required to register with the Connecticut Secretary of State's Office, it must have a current registration with that office. The Town may, in its discretion, request acceptable evidence of any bidder's legal status. Any such bidder shall complete and submit the attached Bidder's Legal Status Disclosure.

D. The Town of Ellington, Connecticut may consider as informal any bid which contains any alteration or a departure from the Bid Form hereto attached.

E. Each bidder must submit a Bid Bond in the amount of \$2,000 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington.

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, Ellington, Connecticut until 2:00 p.m., prevailing time, on Thursday, March 10, 2022 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 Finance 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 same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Postmarks prior to the time established for opening of proposals do **NOT** satisfy this condition.

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, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

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

5. INTERPRETATIONS 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, Ellington, Connecticut 06029. No inquiry received within five (5) days of the date fixed for 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 Bid Package has been issued. All such addenda shall become a part of the Contract Documents.

B. Except as specifically provided in this Paragraph 5, bidders are prohibited from contacting any Town employee, officer or official concerning this Invitation to Bid. Failure to comply with this requirement may result in disqualification.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, 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.

6.2 A mandatory pre-bid meeting to review the work requirements and specifications will be held with the Director of Public Works at 9:30 A.M., prevailing time, on Monday, February 28, 2022 in the **Conference Room, Public Works Facility, 21 Main Street** Ellington, Connecticut. **All potential bidders are required to attend in person. No bid will be accepted from an entity not attending the pre-bid meeting.**

6.3 Warranty. Contractor must warrant all of its work to conform to generally accepted industry standards for the type of work performed, to comply with operation and maintenance requirements of lawn maintenance and care.

7. AWARD OF CONTRACT:

A. The Town of Ellington reserves the right to amend or terminate this Invitation to Bid, to reject any or all bids, and/or to waive any informalities, omissions, excess verbiage or technical defects in the bid.

B. The contract will be awarded to the lowest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. Although price will be an important factor, it will not be the only basis for award of the contract. Due consideration may also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance and other criteria relevant to the Town's interest, included compliance with the procedural requirements stated in this Invitation to Bid. The award of the contract, if same is to be awarded, will be made within twenty one (21) days after opening of bids.

C. The Town will not award the contract to any business that, or individual who is in arrears or in default to the Town with regard to any tax, fee, debt, contract, security or any other obligation.

D. The successful bidder will be required to execute a contract in form substantially as attached with the Town of Ellington within fourteen (14) days following the Notice of Award. The Notice of Award does not provide the bidder with any rights and does not impose on the Town any obligations. The Town is free to withdraw its award at any time and for any reason prior to the signing of the contract.

E. The term of the contract will be from April 1, 2022 to March 31, 2025. The Town will have an option to extend the contract for two additional one-year periods. In the event the Town exercises its option to extend the contract for an additional year or years, the rates will be adjusted by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SAO) as published by the US Department of Labor, Bureau of Labor Statistics changes from September, 2021 to the September preceding the option year.

F. Pursuant to Conn. Gen. Stat. §31-286a, prior to the execution of the contract, the successful bidder must provide a current statement from the State Treasurer that, to the best of his/her knowledge and belief, as of the date of the statement, the successful bidder was not liable to the State for any workers' compensation payments made pursuant to Conn. Gen. Stat. §31-355.

8. SALES TAX AND COST OF PERMITS:

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

The Contractor is responsible for pulling all required permits.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance with coverage specified in attachment to these instructions.

9.2 Corporate Resolution or similar, authorizing execution of contract (Sample will be furnished to successful bidder).

9.3 Opinion of Contractor's counsel opining as to Contractor's legal authority to perform this type of work, legal standing under law, and authority of officers or members of contractor (Sample will be furnished to successful bidder).

9.4 In lieu of providing a performance or payment bond, the Contractor will be required to waive any mechanic's lien to which it may be entitled and rely solely upon an arbitration provision of the contract to resolve any disputes and the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

10. FREEDOM OF INFORMATION ACT:

All Information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A bidder's responses may contain financial, trade secret or other data that is claims should not be public (the "Confidential Information"). A bidder must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a bidder's Confidential Information, it will promptly notify the bidder in writing of such request and provide the bidder with a copy of any written disclosure request. The bidder may provide written consent to the disclosure or any object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not limited to appearing before the Freedom of Information Commission and providing witnesses and documents as appropriate.

**NON-COLLUSION AFFIDAVIT**

**RE: FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**

To the Town of Ellington:

DATED: \_\_\_\_\_, 2022.

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (a) The bid is genuine; it is not a collusive or sham bid;
- (b) The bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with any other person or entity designed to limit independent competition.
- (c) The bidder, its employee and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder, and will not communicate the bid to any such person prior to the official opening of the bid; and
- (d) No elected or appointed official or other officer or employee of the Town of Ellington is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned proposer further certifies that this affidavit is executed for the purpose of inducing the Town of Ellington to consider its bid and make an award in accordance therewith.

DATED: \_\_\_\_\_, 2022.

**BIDDER:**

By \_\_\_\_\_

SUBSCRIBED and sworn to  
before me this \_\_\_\_ day  
of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

## LEGAL STATUS DISCLOSURE

To the Town of Ellington:

**RE: FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**

To the Town of Ellington:

The undersigned bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

**IF A SOLELY OWNED BUSINESS:**

Bidder's Full Legal Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Number of years engaged in business under sole proprietor: \_\_\_\_\_

**IF A CORPORATION:**

Bidder's Corporate Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Name of current officers:

Secretary \_\_\_\_\_

President \_\_\_\_\_

**IF A LIMITED LIABILITY COMPANY:**

Bidder's Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Name and address of current managers/members:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF A PARTNERSHIP:**

Bidder's Partnership Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

\_\_\_\_\_

Number of years engaged in business: \_\_\_\_\_

Name and address of current partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The undersigned bidder further certifies that this disclosure is executed for the purpose of inducing the Town of Ellington to consider its bid and make an award in accordance therewith.

DATED: \_\_\_\_\_, 2022.

BIDDER:

By \_\_\_\_\_

SUBSCRIBED and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

\_\_\_\_\_

## **BID BOND**

1. KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_(insert full  
name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Oblige, hereinafter called the Town, in the sum of TWO THOUSAND and 00/100 (\$2,000.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled **"FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS"**.

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the 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 such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town 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.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS:

\_\_\_\_\_

**BIDDER-PRINCIPAL:**

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_

By \_\_\_\_\_  
(Print Name and Title)

**Note:** Only 1 Affidavit need be submitted for all bids.

NAME OF SURETY COMPANY \_\_\_\_\_

By \_\_\_\_\_

TYPE NAME and AUTHORITY

NOTE: The Bid Bond must have surety. The Town will accept a bank check or certified check payable to the Town of Ellington in the amount of the bond or execution of the Bid Bond by a surety company. If a surety Company executes this Bond as surety, then Paragraph 4 should be eliminated which may be done by line out or copying the bond without that paragraph.

## **INSURANCE REQUIREMENTS FOR ALL CONTRACTORS**

### Workers Compensation Insurance:

1. Per Connecticut Statute

### Commercial General Liability Insurance (1993 Form or equivalent)

1. \$1,000,000 per occurrence and/or aggregate
2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability
3. Delete all explosion, collapse and underground exclusions, if applicable
4. Per contract/project aggregate desirable

### Motor Vehicle Liability Insurance:

1. \$1,000,000 per occurrence for bodily injury and property damage
2. Includes owned, non-owned and/or aggregate

### Professional Liability Insurance (if applicable)

1. \$1,000,000 per claim and/or aggregate

### **Umbrella/Excess Liability**

1. \$1,000,000 per occurrence and/or aggregate

Note! All General Contractors are responsible for assuring that all of its sub-contractors have similar coverage and limits. The Town will rely upon the General Contractor to obtain these assurances as it cannot do so.

### General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be a licensed Arborist to do business in Connecticut
2. All policies must have a 30 day advance written notice requirement with any such notice to be sent to Tiffany Pignataro, Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029
3. Certificates of Insurance must be presented at or before signing of any contract
4. The Town of Ellington and such other town agency as may be appropriate shall be named as an additional insured on each policy

TOWN OF ELLINGTON

CONTRACT

**FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**

(Project Name)

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

---

**TOWN OF ELLINGTON CONTRACT**  
**FERTILIZATION OF TOWN AND BOARD OF EDUCATION TURF AREAS**

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the Town of Ellington, acting herein by Lori Spielman 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 located at \_\_\_\_\_ hereinafter referred to as “the Contractor”.

The Project Coordinator is:  
TIMOTHY WEBB, DIRECTOR OF PUBLIC WORKS

The Town and the Contractor agree as follows:

ARTICLE 1:  
**CONTRACT DOCUMENTS**

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement 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 Agreement, are listed in Section 1.2.

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

- (a) This contract as executed by the parties;
- (b) The specifications for the work (the “Specifications”);
- (c) The Town of Ellington Invitation to Bid, Bidding Requirements, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;
- (d) The Contractor’s Bid Form and all documents attached to or included with said bid without limitation;
  - 1. Contractor’s Qualification Statement;
  - 2. Non-collusion Affidavit of Contractor; and
  - 3. Contractor’s Legal Status Disclosure.

- (e) Insurance Requirements for all Contractors.
- (f) Company Resolution
- (g) Opinion of Contractor's Counsel

ARTICLE 2:  
CONTRACT WORK

The Contractor shall perform the work as defined in the "Specifications" to provide all labor and material as identified in the heading of this contract and as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3:  
DATES OF COMMENCEMENT, TERM & OPTION TO RENEW

A. The Contractor shall begin to provide services on April 1, 2022 and continue to provide services until March 31, 2025. Notwithstanding the foregoing, however, the Contractor acknowledges that in the event Contractor is not providing satisfactory service or equipment to perform said service, as determined by the Project Coordinator, that the Town can terminate this Agreement upon ten (10) days written notice.

B. The Town is granted the option to renew this contract for two additional consecutive periods of one year subject to an adjustment in rates as set forth in Art. 4 provided it gives the Contractor notice of its exercise of this option on or before March 1 of the year prior to the start of the option year.

ARTICLE 4:  
CONTRACT SUM

A. The Town shall pay the Contractor for the Contractor's performance of the Agreement at the rates set forth on Contractor's Bid Proposal and in accordance with the terms set forth in the Specifications, both made a part of this contract.

B. In the event the Town exercises its option to extend the contract for an additional year or years, the rates will be adjusted by that percentage that the Consumer Price Index For All Urban Consumers (Northeast Urban/Size Class B/C Index, All Items) (Series Id CURX100SA0) as published by the US Department of Labor, Bureau of Labor Statistics changes from September, 2020 to the September preceding the option year.

ARTICLE 5:  
PAYMENT

Payment of the Contract shall be as follows:

5.1 The Contractor shall render its invoice to the Director of Public Works on an assignment basis detailing the work performed, accompanied by a copy of the field back up receipt. The Town will process the invoice and pay the approved invoice within 30 days of the approval. If the Director takes issue with the invoice, he will address those issues with the Contractor within that 30-day period.

5.2 WAIVER OF MECHANIC'S LIEN. In lieu of providing a performance bond, the Contractor hereby waives any mechanic's lien to which it may be entitled and relies solely upon the arbitration provision of this Agreement to resolve any disputes, the good faith of the Town and its ability to make any payment required under the contract or as may be awarded.

ARTICLE 6:  
DEFAULT AND REMEDY

6.1 Termination. If, at any time during the term of this Contract, the Contractor, in the sole discretion of the Town: (a) has failed to perform the Work in a competent and satisfactory manner; (b) has become insolvent; (c) makes an assignment for the benefit of creditors; (d) files a voluntary petition in bankruptcy; (e) is subject to an involuntary petition in bankruptcy that is not discharged within thirty (30) days; (f) abandons the Work; (g) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract except as specifically approved by the Town; or (h) fails to comply with any other term or condition contained in the Contract, the Town shall have the right to terminate the Contract upon ten (10) days written notice to the Contractor.

6.2 Remedies. In the event of a termination of this Contract by the Town pursuant to Section 6.1 above, the Contractor shall be required to return all sums paid by the Town for the Contract Work that has not been completed at the time of breach and the Town shall be relieved of any further payments hereunder. The Contractor acknowledges that any such breach will cause irreparable damage to the Town, the exact amount of which will be difficult or impossible to ascertain, and that remedies of law for any such breach will be inadequate. Accordingly, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract Sum provided herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new bid.

ARTICLE 7:  
ADDITIONAL PROVISIONS

7.1 Conflicts. In the event that any provision of any other Contract Document is as inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

7.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all Specifications and has not relied upon any oral representation of any Town official or employee concerning site condition or job requirements.

7.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the equipment used in the Work, or in any way affect the conduct or 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.

7.4 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 Project Coordinator. If the Project Coordinator 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.

7.5 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 provision 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.

7.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, The Decision of the arbiter shall be binding on the parties and may be submitted to the Superior Court for the Judicial District of Tolland at Rockville for confirmation as a judgment pursuant to Chapter 909, CGS Sec. 52-408 to 52-423, which court shall have exclusive jurisdiction or venue in these matters. Unless otherwise mutually agreed, each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

7.6 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.

7.7 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

7.8 Contractor hereby agrees to indemnify and hold Owner, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor and all Subcontractors, if any, of any applicable federal, state laws, rules and regulations in effect and applicable for the Project including without limitation any nondiscriminatory employee laws and the Immigration Reform & Control Act, or in connection with any claim of injury or damage caused by any of its agents or employees arising out of or in the course of their employment and work at or upon the premises at which services are being rendered, which injury or damage is not caused by the willful act of a town agent, servant or employee. The Contractor's obligations under this section shall not be limited in any way by any limitation in the amount or type of the Contractor's insurance.

7.9 Warranty. Contractor must warrant all of its work to conform to generally accepted industry standards for the type of work performed, to comply with operation and maintenance requirements of lawn maintenance and care.

7.10 Insurance. The Contractor will at all times maintain insurance policies in force in accordance with the requirements of the "Insurance Requirements For All Contractor's" listed in paragraph 1.2(e) and provide the Assistant Finance Officer a certificate of such insurance naming the Town of Ellington as an additional insured.

7.11 Non-Discrimination. Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated, when employed, without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved. The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer".

7.12 Preferences. Pursuant to Conn Gen. Stat. §31-52(b), Contractor agrees that in the employment of labor to perform the Work under the Contract, preference shall be given to

citizens of the United States who are, and have been continuously for at least three (3) months prior to the date of this Contract, residents of the labor market area (as established by the State of Connecticut Labor Commissioner) in which such work is to be done, and if no such qualified person is available, then to citizen who have continuously resided in Tolland County for at least three (3) months prior to the date of this Contract, and then to citizens of the State who have continuously resided in the State at least three (3) months prior to the date of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

**TOWN OF ELLINGTON**

**CONTRACTOR:**

By \_\_\_\_\_  
Lori Spielman  
First Selectman

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