

## FINANCE

### INVITATION TO BID TOWN OF NORTH HAVEN

Sealed bids for the **Leasing of Town-Owned Open Space for Agricultural Purposes – Spring Road Parcel A** - Project No. 16-22, will be received at the Finance Office, Memorial Town Hall, 18 Church Street, North Haven, Connecticut, until 10:00 A.M. on April 12, 2016, at which time and place they will be opened and publicly read. Specifications may be obtained from the Department of Finance and Administration office. After bids are received the Town may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the highest bidder, if it be deemed in the best interest of the Town of North Haven. **Bidders are advised hereby of the existence of an Ordinance concerning Bid Preference for Town-Based Businesses.**

Edward J. Swinkoski, CPA  
Director of Finance/Administration

## **GENERAL INSTRUCTIONS TO BIDDERS**

All Bid Proposals are to be:

- a. Submitted in duplicate unless otherwise indicated in the Bid Specifications.
- b. Submitted using the proposal forms furnished with the Bid.
- c. Submitted in a sealed envelope with the Bidder's name and address in the upper left-hand corner of the envelope.
- d. Made out and signed in the corporate, or other, name of bidder. In addition, an authorized person must fully and properly execute the bid.

Proposals received later than the time and date specified in the Invitation to Bid will not be considered.

Amendments to or withdrawal of proposals received later than the time and date set for the Bid Opening will not be considered.

Bidders or their representatives may be present at the Bid Opening.

The Town of North Haven may require further information and references on any individual or company placing a bid prior to the awarding of a Bid.

The Director of Finance and Administration reserves the right to amend and/or cancel the bid invitation prior to the time and date of the Bid Opening.

The Director of Finance and Administration reserves the right to correct an award erroneously made as a result of a clerical error on the part of the Town of North Haven.

A Contract shall not be awarded to any corporation, firm or individual who has an unpaid and overdue debt to the Town of North Haven by nonpayment of taxes, by debt or contract, or who is in default as surety or otherwise by any obligation to the Town of North Haven.

### **TO ALL PROSPECTIVE BIDDERS:**

The office of the Department of Finance and Administration will appreciate your assistance in making careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc., which you believe to be for the best interest of the Town of North Haven.

In soliciting an interest on your part in reviewing the Town of North Haven's document, we believe closer cooperation will be developed between prospective bidders and the office of the Department of Finance and Administration.

## BID PROPOSAL

The undersigned \_\_\_\_\_, doing business in the City/Town of \_\_\_\_\_, submits herewith, in conformity with the general terms and conditions and specifications for the Town of North Haven Bid, project No. 16-22, for the following proposal for the: **Leasing of Town-Owned Open Space for Agricultural Purposes – Spring Road Parcel A.**

### Bid Proposal Notes:

Please note that included with this Bid Package is a map/plan entitled "Map Showing Parcels to be Acquired By the Town of North Haven, North Hill and Spring Roads, North Haven, Connecticut" dated October 25, 1999, as prepared by John Paul Garcia and Associates, P.C., Engineers and Surveyors, 190 Fairwood Road, Bethany, Connecticut.

**Additionally, note that past performances of the bidder will be considered when awarding bids. Visibility of remnants of plastic used for weed and moisture control is not acceptable field condition. Previous lessees will be held accountable for the presence of plastic in or on the fields.**

Lessees will be required to use reasonable efforts to pick up stray bits of plastic in or on the fields to the satisfaction of the Department of Public Works before any other work commences at the work site. Spring Road, Parcel A includes fields in which plastic must be removed. Visible plastic must be removed throughout the term of the lease on an annual basis.

### Comments:

- a. Buildings are not included with this lease area.
- b. Hay or another approved forage crop (i.e. winter cover crop) shall be used to stabilize the fields during winter or all cold weather months.
- c. In all Town Aquifer Protection Districts – the use of pesticides, herbicides and fertilizers are prohibited.
- d. No livestock animals, including bulls and calves are permitted on the Town of North Haven owned premises.
- e. Prior to the award of the Bid, the Lessee must verify with the Town of North Haven all easements, water, electrical, sanitary sewer, etc. which are within the boundaries of the leased premises.
- f. No excavation is permitted in any Town of North Haven easements or any easements on Spring Road Parcel A.
- g. Contour plowing of the earth is required.
- h. New black plastic is required to be rolled up and removed for the subject parcel after harvesting annually.
- i. Pasturage use is not allowed.
- j. Mowing of the field is suggested periodically to provide for new growth.
- k. Lessees will be required to use reasonable efforts to pick up stray bits of plastic in or on the fields to the satisfaction of the Director of the Department of Public Works. Visible plastic must be removed by the Lessee throughout the term of the lease.
- l. Permanent 25 foot wide grassed buffer shall be installed by Lessee when weather permits but no later than June 15<sup>th</sup> at locations on the leased fields between the field

edge and demarcated or approximate location of Inland Wetlands or watercourses as delineated on the Town of North Haven's Inland Wetlands Map.

- m. Lessees shall be familiar with all environmentally sensitive areas on the subject leased parcel.
- n. Bidders may bid a two (2) year term with up to two consecutive renewable one (1) year terms making for a total of up to four (4) years per total term. Bid rates must be bid both per year for the proposed term and per total term of up to 4 years.
- o. No cultivation is allowed within 25 feet of a watercourse, pond or drainage way.

## **BID SPECIFICATIONS**

### Leasing of Town-Owned Open Space for Agricultural Purposes - Spring Road Parcel 'A'

#### Contract Period:

Bid prices offered on the proposal schedule shall be firm for the period date of award through December 31, 2018. The lease may be extended at the discretion of the Town of North Haven for two consecutive additional one (1) year periods for a total contract term of up to four (4) years.

#### Basis of Award:

The Town of North Haven is seeking bids for the lease of Town-Owned farm land to area farmers. The bid will be awarded to the highest responsive and responsible bidder for the Spring Road Parcel.

#### Insurance:

Insurance requirements as listed in the General Terms and Conditions section of this Bid shall be considered the minimum requirements as noted.

All bidders who do not provide vehicle coverage must produce in writing a statement that they do not have any vehicles and that they will not bring any vehicles on the Town of North Haven's Spring Road property. If a bidder cannot provide this written information, then the bidder must provide the requested vehicle insurance.

Workers Compensation Insurance must be furnished by the successful bidder.

**The Certificate of Insurance should be included with the Bid Proposal. The Town of North Haven must be named as additional insured on the Certificate of Insurance as stated in the General Terms and Conditions.**

#### Award Qualification:

Awards will be considered to the successful Bidder who, is regularly established in the farming and agricultural business, and who has demonstrated the ability to perform the required service in an acceptable manner.

Specific factors that may be considered by the Town of North Haven include:

1. Technical capability of the contractor to accomplish the scope of work required in the Bid Documents. This includes performance history on past and current government or commercial contracts.
2. Demonstrated availability of the necessary manpower (both supervisory and optional personnel) and necessary equipment to accomplish the scope of work required. The owner may make such investigation as deemed necessary to determine the ability of the bidder to discharge this contract. The bidder shall furnish the owner with all such information and data as may be required for that purpose.
3. References may be required prior to the award of the bid.

General Information:

The attached proposal is signed by the Bidder with full knowledge of an agreement with the general specifications, conditions, and requirements of this Bid. It is suggested that the interested bidders make a full survey and inspection of the Spring Road Parcel 'A' to determine the scope and requirements of the work as specified. Failure to examine the premises will not relieve the successful bidder of any of the responsibilities of the contract. Arrangements, appointments and an authorized tour of the Spring Road Parcel 'A' property will be provided by the Director of the Field Operations or his/her representative. No inspections are to be made without prior authorization or appointment.

It is to be understood and agreed that the status of the successful bidder (hereinafter called the "Contractor") awarded this contract shall be that of an independent contractor and not as an agent or employee of the Town of North Haven and that said Contractor shall not enter into any contracts or commitments on behalf of the Town of North Haven.

The Contractor shall use his/her own employees in the performance of the work and/or services under the contract. Neither this agreement nor any monies to become due hereunder shall be assignable without prior written approval by the Town of North Haven.

The Contract shall obey, abide and comply with all applicable federal and State of Connecticut rules, regulations and laws, Town of North Haven rules, regulations and policies, OSHA requirements, State of Connecticut and local laws and ordinances and all lawful orders, rules and regulations there under relating this agreement.

**Town of North Haven – Farmland Lease Properties**

<b>Parcel</b>	<b>Location</b>	<b>Assessors Map/Lot</b>	<b>Acres</b>	<b>Former Lessor</b>	<b>Former Crop</b>	<b>Hunting Permitted</b>
A	80 Spring Road	30/110	22.1	Charles Christoforo	Vegetables	No

**Amount Bid for Spring Road - Parcel A per year, for years 1 through 2:**

**\$\_\_\_\_\_ per Year for a minimum term of two (2) years;**

**\$\_\_\_\_\_ per Year for an additional term of one (1) year (and total term of three (3) years);**

**\$\_\_\_\_\_ per Year for an additional term of one (1) years (and total term of four (4) years).**

FOR INFORMATIONAL PURPOSES ONLY

**FARMLAND LEASE**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF NORTH HAVEN, a municipal corporation organized and existing under the laws of the State of Connecticut, and exercising its municipal functions in the Town of North Haven, County of New Haven, and State of Connecticut, hereinafter called "Lessor", acting herein by Edward J. Swinkoski, Director of Finance/Administration; and \_\_\_\_\_ of the Town of \_\_\_\_\_, County of \_\_\_\_\_ and the State of Connecticut, hereinafter called the "Lessee";

WITNESSETH:

That the Lessor has leased and does hereby lease to the Lessee that certain parcel of land referred to as the Spring Road Parcel 'A' located in the Town of North Haven, County of New Haven and State of Connecticut, as more particularly described below and as shown on the "Map Showing Parcels to be Acquired by the Town of North Haven, North Hill Road and Spring Roads, North haven, Connecticut" attached hereto and made a part hereof, subject to utility and other easements that may exist:

<u>Field</u>	<u>Location</u>	<u>Acreage</u>
Parcel A Spring Road	80 Spring Road, North Haven, CT	22.1 acres

The term of this lease shall be from \_\_\_\_\_, 2016 to December 31, 2018. The annual rent, whose first year is due payable upon execution of this lease, and annually thereafter, shall be:

<u>Field</u>	<u>Annual Rent</u>
Parcel A Spring Road	\$

It is hereby understood that the leased property and premises are to be used by the Lessee only for the following agricultural purposes:

<u>Field</u>	<u>Crop Use/Use</u>	<u>Comments</u>
Parcel A Spring Road		

Lessee covenants and agrees to:

1. Roll up and remove all new black plastic from the field immediately after the crop is harvested;
2. Lessee of Spring Road Parcel A field, throughout the term of the Lease, to pick up and remove visible pieces of plastic in or on the fields prior to the any work commencing, to the satisfaction of the Director of Public Works or his/her designee.

3. Plant a winter crop cover, if vegetables are grown, of close growing grasses immediately after harvesting has been completed. Recommended seeding dates shall be based on the February 2001 Bulletin from the Natural Resources Conservation Services entitled "Cover Crops";
4. No sublease of Spring Road Parcel A is permitted without the Lessor's written consent;
5. Pile stones removed from any field around the perimeter of that field in piles not to exceed three (3) feet in height;
6. Used the designated access shown on the "Map Showing Parcels to be Acquired by the Town of North Haven, North Hill and Spring Roads, North Haven, Connecticut" map attached hereto and not construct any new access ways to any field;
7. Allow members of the general public reasonable access for the purposes of bird watching, hiking and walking;
8. Contour plow where required as per "Comments" above;
9. Do not use canary grass or any other potentially invasive grass;
10. Do not install signage of any kind without proper review and approvals by the Town of North Haven and applicable agencies therein;
11. Do not remove any trees, shrubs or stone walls which may exist on the property;
12. Do not remove or install any fences, either permanent or temporary;
13. Do not cultivate for harvest within 25 feet of a water body or watercourse or wetlands;
14. Do not dredge or alter any farm pond, stream, drainage way, channel, or drainage swale without express written permission of the Town of North Haven's Conservation Commission and any permits as may be required from the Inland Wetlands Commission; and
15. Do not alter any paths, trails or other existing features of the land.

The Lessor may make periodic inspections of the leased property on Spring Road referred to as Parcel 'A' to insure compliance with the foregoing and the Lessee agrees to comply with any reasonable recommendations of the Lessor designed to insure the continued arability of the soil and the protection of the Lessor's water resources.

The Lessor reserves the right to enter the leased premises at any time for the purposes of maintaining, inspecting, repairing, and replacing any underground utility pipes, together with installing necessary fixtures and appurtenances. In the performance of such purpose, the Lessor will work to minimize any damage to growing crops and will bring the premises back to level ground at any time it is necessary to disturb surface thereof.

The Lessee agrees to maintain in force during the term of the lease insurance for Workers' Compensation, bodily injury liability and property damage liability covering the Lessee's farming operations naming the Lessor as an additional insured on said policies. Lessee further agrees to provide copies of said policies to the Lessor.

Lessee further covenants and agrees that if Lessee shall use the leased premises for any purpose other than that herein before authorized; or breach any express covenant, term, restriction or condition contained herein; or make any alteration therein; or commit waste or suffer the same to be committed on said premises; or injure or misuse the same; then this Lease shall thereupon, by virtue of this express stipulation herein, expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of its former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it is being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but

that all right to any such demand, or any such re-entry, is hereby expressly waived by the Lessee.

And it is further agreed between the parties that, whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations herein, the said Lessee hereby waives all right to any notice to possession, as prescribed by the statute relating to summary process.

And it is further agreed between the parties hereto that the Lessee is to comply with and conform to all of the laws of the State of Connecticut and the by-laws, rules and regulations of the Lessor within which the premises is hereby leased are or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open for the inspection by said Lessor or its agents.

And the Lessee covenants and agrees that, in the event the Lessor is required to employ an attorney in order to enforce any provision of this Lease, the Lessee shall pay a reasonable attorney's fee in connection with any such enforcement work.

The Lease may be terminated by Lessor for violation of the terms of the lease on 15-day notice which notice shall be in writing; otherwise, either party may terminate upon 180 days notice to the other, which notice shall be in writing. Upon termination, crops may be harvested with consent of Lessor.

And it is further agreed between the parties hereto and expressly understood that this Agreement shall terminate upon death of Lessee or upon said Lessee discontinuing the use of said leased premises for agricultural purposes; provided, however that the heirs or agents of the Lessee shall have the right to complete the harvesting of any and all existing and growing crops. Said heirs or agents shall be required to abide by all terms of this Lease.

And it is further agreed between the parties that the terms, conditions and requirements set forth in this lease incorporate and include all terms, conditions and requirements set forth in Town of North Haven, project No. 16-22.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals and to a duplicate of the same tenor and effect the day and year first above written.

*Signed, Sealed and Delivered  
In the Presence of:*

LESSOR  
TOWN OF NORTH HAVEN

\_\_\_\_\_

BY: \_\_\_\_\_  
Edward J. Swinkoski  
Director of Finance/Administration

LESSEE

\_\_\_\_\_

BY: \_\_\_\_\_

**TOWN OF NORTH HAVEN-FINANCE DEPARTMENT  
GENERAL CONDITIONS AND INSTRUCTION TO BIDDERS**

The general rules and conditions outlined below apply to all purchases authorized by the Town of North Haven. The conditions outlined become a formal part of each invitation to bid unless otherwise specified. All bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk.

The terms and conditions outlined in the invitation to bid become part of the formal contract following award, unless specified otherwise.

**CONDITIONS OF BIDDING**

1. **PROPOSAL FORMS:** The bidder shall maintain one (1) copy for his files and submit the original signed copy in sealed envelope marked with the title of the Bid, Bid opening date and time on the outside.
2. **ADDENDUMS:** It shall be the bidder's responsibility to check for any Addenda added to the original bid.
3. **LATE BIDS:** Formal bids, addenda to bids or requests to withdraw a bid received after the date and time specified for opening will not be considered.
4. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written authorization only, and if withdrawal request is received prior to specified time of opening.
5. **MAILING OF BIDS:** All bids are to be mailed in an envelope marked with the title of Bid and Bid Opening date and time and directed to the Finance Office. Vendors are encouraged to allow sufficient time for mailing of bids. The Town of North Haven assumes no responsibility for postal delays.

All bids received will be stamped by date and time received by the Finance Department. This date of receipt will prevail over postmark date.

6. **OPENING OF BIDS:** The bids will be opened publicly and read aloud. Vendors are welcome and are encouraged to attend bid openings.

Bid openings will be listed by vendor name, address and bid amount only. Bid tabulation will be done at a separate time following bid opening and will be available to interested vendors at a later time.

7. **BID COMPLETION:** All information required by the invitation must be complete to constitute proper bid. Failure to do so will result in disqualifying the bid.
8. The Town of North Haven reserves the right to reject all bids, or any part of a bid or to waive defects in bids if in the best interest of the Town of North Haven.

9. All formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date, unless otherwise specified. The bidder may agree to an extension at the request of the Finance Department. All extensions are to be authorized by addendum.
10. **PAYMENT TERMS:** Prepayment discounts for early payment are preferred. All others to be Net 30 days unless otherwise specified.
11. **BIDS FOR ALL OR PART:** Bidders may restrict their bid to consideration in the aggregate by so stating but should include a unit price on each item bid upon. Any bid in which the bidder names a total price for all articles without quoting a unit price may be rejected at the option of the Town of North Haven.
12. **ERROR IN BIDS:** Any mistake in a bid which is obviously a clerical error such as a price extension, decimal point error or FOB terms may be corrected by the Finance Department, following bidder verification. Clerical errors detected at the bid opening will be corrected and initialed by the Finance Department, vendor and a witness if present. If an error exists in the extension of prices, the unit price shall prevail.
13. **RESPONSE TO INVITATIONS:** In the event you are unable to bid on our requirements as specified, in the invitation to bid, forward a letter to the Finance Department indicating your intention not to bid and a brief explanation as to why you are unable to bid.
14. **MULTIPLE BIDS:** No bidder will be allowed to offer more than one bid price on each item, although alternate models or styles may meet specifications. Alternates will be considered only if requested in the original bid package. Any alternate not specified will be rebid if in the best interest of the Town. If the bidder submits more than one price on any item, all prices for that item may be rejected at the discretion of the First Selectman.
15. **TAXES:** The Town of North Haven is exempt from all State and Local taxes.
16. **EQUIPMENT SPECIFICATION AND/OR DESCRIPTIONS:** Each bidder shall submit, when requested by the Finance Department, catalogs, descriptive literature and detailed drawings, fully detailing features, designs and construction necessary to fully describe the material or work he proposes to furnish.
17. **BID BOND, CERTIFIED CHECK, OR CASHIER'S CHECK:** When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of North Haven, Connecticut. The amount of the bid deposit will be 10% of the total base bid unless otherwise specified.
18. **PERFORMANCE BOND:** If required by the bid specifications, the successful bidder must supply a performance bond for the full amount of the estimated total bid. The performance bond shall be made out in favor of the Town of North Haven. The performance bond will be required as security by the successful bidder for faithful performance of his contract. This performance bond will be required within 10 days of the award notification. The performance bond must be written by a surety company licensed to transact business in the State of Connecticut. The successful bidder upon failure or refusal to furnish within 10 days the required performance bond shall forfeit to the Town of North Haven as liquidated damages their bid deposit.

19. **SAMPLES:** When samples are required from bidders receiving the award, the samples may be retained by the Town of North Haven until the delivery of contracted items. Bidders whose samples are retained may pick them up after delivery is accepted.

Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples to be the responsibility of the bidder.

All samples are to be marked "samples" and delivered to the Finance Department. The package must indicate the name of the bidder, item enclosed and bid number. Failure to adequately identify samples as indicated may be considered sufficient reason for rejection of the bid.

### **SPECIFICATIONS**

20. **TRADE NAMES:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is specified.

The reference to the above catalog is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory.

Bids on other makes will be considered provided the bidder clearly states what is proposed in the space marked exceptions on the bid proposal sheet. Equipment specification sheets or other descriptive information will be required on all exceptions.

The Finance Department reserves the right to approve as an equal or to reject as not being equal any article the bidder proposes to furnish which contains major or minor variations from the specification requirements.

If no particular brand, model or make is specified, the successful contractor may be required to submit working drawings or descriptive data to enable the Finance Department to judge if all requirements of the specifications are being met.

21. The bidder shall comply with the true intent of the specifications and not take advantage of any unintentional error or omission but shall fully complete every part of the specification or drawings whenever mention is made of any article, material or workmanship to be in accordance with laws, ordinances, building codes, ASTM regulations, or similar expressions. These shall be considered to be the minimum requirements of the specifications. Any deviations from specifications must be noted in writing at the time of submission of the formal bid. The absence of written deviations will hold the bidder strictly accountable to the Town of North Haven to the specifications as written. Any deviation from the specifications as written, not previously submitted as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
22. The contract will be awarded to the lowest responsible bidder complying with all the provisions of the invitation, provided the bid price is reasonable and in the best interest of the Town of North Haven to accept it. The Finance Department reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Town. The Finance Department also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time

contracts of a similar nature or a bid of a bidder who on investigation shows he is not in a position to perform the contract.

In determining responsibility the following qualifications in addition to price will be considered by the Finance Department.

- a. The ability, capacity and skill of the bidder to perform the required services.
- b. The ability of the bidder to perform the contract or provide the service promptly within the time specified.
- c. The character, integrity, reputation, judgment and experience of the bidder.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services.
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the bidder to provide future maintenance and service for the use of the material and/or equipment.
- i. Award by item, or part thereof, groups of items or parts thereof, or all items of the bid.
- j. Prepayment discounts for early payment will be taken into consideration when making award.

23. **NOTICE OF ACCEPTANCE:** All bidders will be notified of the award in writing within a reasonable time from the date of the bid opening. The successful bidder will also be notified. A purchase order will be issued following verbal notification.

24. **TIE BIDS:** If two or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. Selection shall be made by drawing lots in public.

**RESIDENT BIDDERS PREFERENCE:** Price and other factors being equal, preference will be given first to resident bidders of the Town. Except when judgment of such purchase would operate to the disadvantage to the Town.

25. **SPECIFIC BID QUANTITIES:** Where quantities are stated specifically, acceptance of the bid will bind the Town to order only those quantities specified, and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. The Town will not be required to accept delivery of any balances unordered as of the contract expiration date.

**"AS REQUIRED" BID QUANTITIES:** On "as required" bids, acceptance will bid the Town to pay for at unit prices only quantities ordered and delivered.

### **CONTRACT PROVISIONS**

26. **GUARANTEE:** The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of

the Town are due to faulty design and installation, workmanship or materials, upon ratification, the contractor, at his expense shall repair the defect or replace the item.

27. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of appropriations available to each agency for the purchase of such articles. The Town's extended obligation on these contracts which envision extended funding, through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
28. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding to the Town unless made in writing and signed by the First Selectman or his authorized agent.
29. **INSURANCE REQUIREMENT:** The contractor, following award of the contract may be required to furnish to the Town of North Haven a Certificate of Insurance for the following coverage:
  1. Comprehensive General Liability
  2. Property Damage & Bodily Injury Liability
  3. Automobile Liability
  4. Workman's Compensation and Employees Liability
  5. Professional Liability

The Town of North Haven shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

In addition to the coverage delineated above, Builders Risk Insurance may be required for construction contracts. The limits of Insurance unless otherwise specified shall be as follows:

**GENERAL LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit).

The insurance carried by the bidder shall include the following coverages.

- a. Comprehensive Form
- b. Premises Operations
- c. Products Completed Operations
- d. Contractual – Hold Harmless Requirements\*
- e. Independent Contractors
- f. Broad Form Property Damage
- g. Personal Injury

**\*HOLD HARMLESS REQUIREMENTS:** The contractor shall, at all times, indemnify and save harmless the Town of North Haven, its officers, agents and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any sub-contractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract.

**AUTOMOBILE LIABILITY:** Combined single limit of \$1,000,000. (Property Damage & Bodily Injury Liability \$1,000,000. Combined Single Limit) Comprehensive automobile liability

to cover all automobiles or vehicles owned, hired or owned by contractor's employees and used on business.

**WORKERS' COMPENSATION:** The contractor must have workers' compensation and liability insurance as provided by Connecticut and Federal law with statutory limits of \$500,000 per accident, \$500,000 disease each employee and \$1,000,000 disease policy limit.

The contractor shall procure and pay for the insurance coverage's described above with the minimum limits of liability as stated. The certificate of insurance shall certify that said coverage shall be in effect for the term of the contract.

The Town of North Haven shall be named as an additional insured on the General Liability insurance policy. All policies shall provide for 60 days written notice prior to cancellation, substantial change or non-renewal.

The contractor must be in compliance with State of Connecticut Public Act #86-87 "An Act Concerning Workers' Compensation Insurance Requirements For Contractors, On Public Works Projects And State Licenses."

30. **TERMINATION OF CONTRACT:** Contracts will remain in force for full periods specified, and until all articles ordered before the termination have been delivered and accepted, unless:

a. There have been satisfactory deliveries prior to expiration date.

b. An extension has been authorized by the Finance Department, and accepted by the contractor, to obtain unordered balances or additional quantities at contract prices and in accordance with contract terms.

c. **SUBLETTING OF CONTRACT:** Contractor shall not assign, transfer, sublet or otherwise dispose of his contract, or his right, title or interest therein, or his powers to execute such contract to any other person, firm or corporation, without the previous written consent of the Finance Department. In no case shall such consent relieve the contractor from his obligations under the contract, nor shall consent change the terms of the contract. If the contractor assigns, transfers, conveys, sublets or otherwise disposes of his contract or his right, title or interest therein, without obtaining prior written consent from the Finance Department, the Finance Department may cancel the contract in whole or in part.

d. **DEFAULT:** The contract may be canceled or annulled by the Finance Department in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may then be made to next lowest responsible bidder, or, articles specified may then be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the Town for costs to the Town in excess of the defaulted contract prices: Provided, that the contractor shall continue the performance of the contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Finance Department, shall also constitute contract default.

e. **DELIVERY FAILURES:** Failure of a contractor to deliver within the time specified or to deliver within the time extended by the Finance Department, and failure to make replacements of rejected articles when so requested, immediately or as directed by the Finance Department, shall constitute contract default and authorize the Finance Department to purchase in the open market articles of comparable grade to replace articles rejected or not delivered. On all such purchases, the contractor shall reimburse the Town, within a reasonable time as specified by the Finance Department, for any expenses incurred in excess of contract prices or the Town may deduct such amount from monies owed the defaulting contractor. Such substitute purchases shall be deducted from contract quantities. Should public necessity demand it, the town reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing standard in quality, subject to an adjustment in price to be determined by the Finance Department.

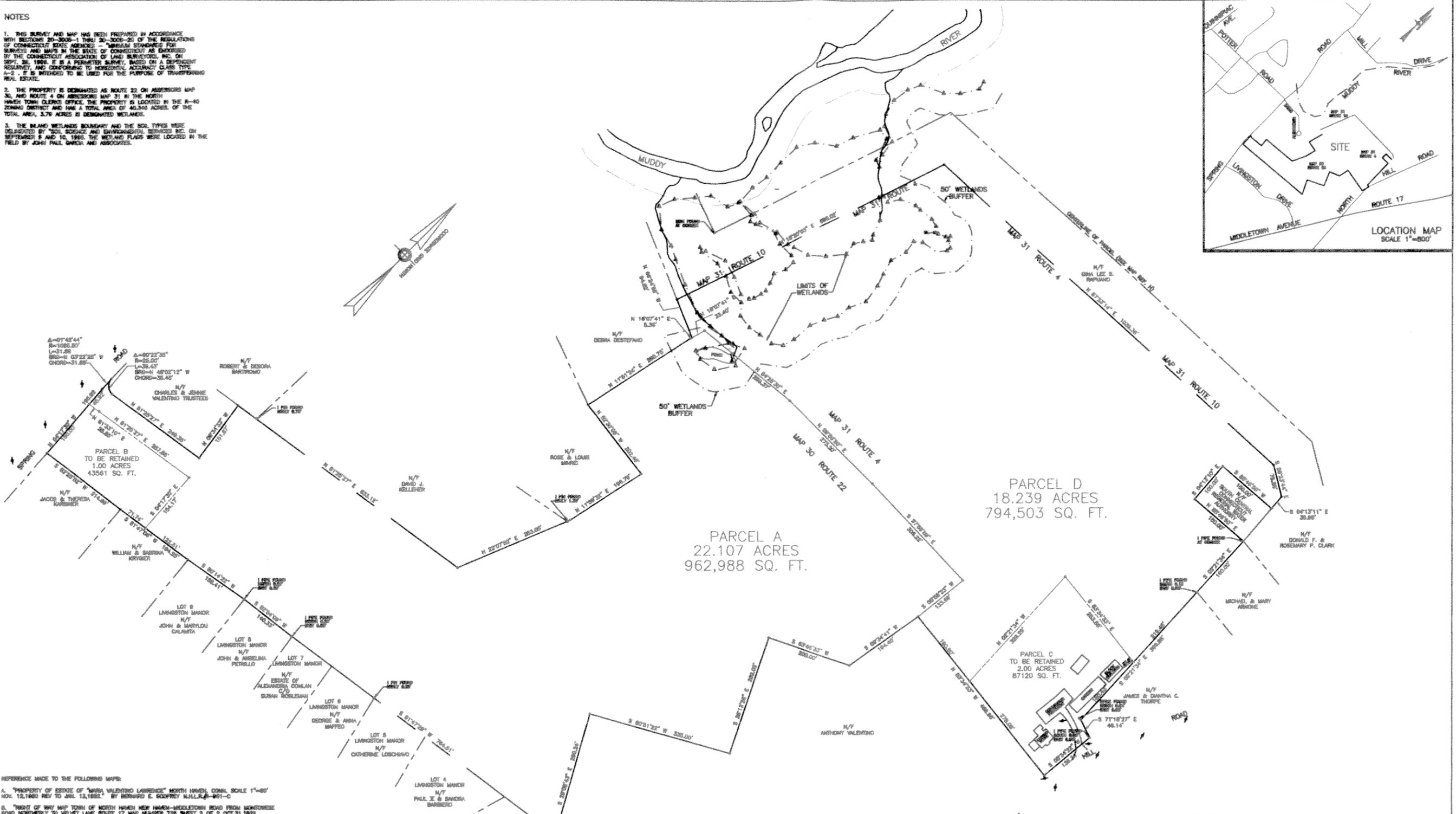
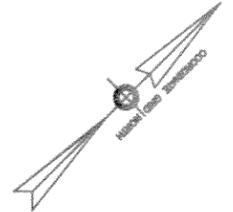
f. **NON-LIABILITY:** The contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Finance Department's opinion, is beyond the control of the contractor. Under such circumstances, however, the Finance Department may, in their discretion, cancel the contract.

g. **NON-DISCRIMINATION:** Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity – Non-Discrimination Clause" to be included in all bid documents, purchase orders, lease and contracts.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1886, 1870, 1871, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, amended by 11375, (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes, Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a) (d) ), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51 (l) ), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51 (13) ), cooperation with the Commission on Human Rights and opportunities (46a-77), Sexual Harassment (46a-60 (a) –8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act of 1972.

**NOTES**

1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300B-1 THRU 20-300B-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 28, 1998. IT IS A PRELIMINARY SURVEY, BASED ON A DEPENDENT RESERVE, AND CONFORMS TO HORIZONTAL ACCURACY CLASS TYPE A-2. IT IS INTENDED TO BE USED FOR THE PURPOSE OF TRANSFERRING REAL ESTATE.
2. THE PROPERTY IS DESIGNATED AS ROUTE 22 ON ASSESSORS MAP 30 AND ROUTE 4 ON ASSESSORS MAP 31 IN THE NORTH HAVEN TOWN CLERK'S OFFICE. THE PROPERTY IS LOCATED IN THE R-40 ZONING DISTRICT AND HAS A TOTAL AREA OF 40.340 ACRES OF THE TOTAL AREA 3.79 ACRES IS DESIGNATED WETLANDS.
3. THE WETLANDS BOUNDARY AND THE SOIL TYPES WERE DETERMINED BY "SOIL SCIENCE AND ENGINEERING SERVICES, INC. ON SEPTEMBER 8 AND 10, 1998. THE WETLAND FLAGS WERE LOCATED IN THE FIELD BY JOHN PAUL GARCIA AND ASSOCIATES.



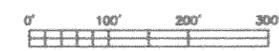
REFERENCE MADE TO THE FOLLOWING MAPS:

- A. "PROPERTY OF ESTATE OF MARIA VALENTINO LARRENDE" NORTH HAVEN, CONN. SCALE 1"=60' NOV. 12, 1960 REV TO JAN. 12, 1962. BY EDWARD E. GONFREY NALL, JR. 401-C
- B. "TRAIL OF HWY MAP TOWN OF NORTH HAVEN NEW HAVEN-MIDDLETOWN ROAD FROM MONROE ROAD NORTHERLY TO VULNEY LAKE ROUTE 17 MAP NUMBER 738 SHEET 2 OF 2 OCT. 31, 1929
- C. "LANINGTON MAHON ATHER R. ROAD DEVELOPER MIDDLETOWN AVE. NORTH HAVEN, CONN. NOV. 21, 1950 SCALE 1"=60' BY ROBERT DECKER REAL ESTATE MALL, JR. 41-285
- D. "DETERFAND ESTATE, SPRING ROAD, NORTH HAVEN, CT. PROPOSED REDEVELOPMENT PREPARED FOR ALEX AND PAUL DETERFAND, OCT. 20, 1988, SCALE 1"=40', BY CRISWOLD ENGINEERS.
- E. "TRAIL SUBDIVISION PLAN OF SPRING PARK ESTATE, SPRING ROAD, NORTH HAVEN, CONN.", JAN. 20, 1976, SCALE 1"=40', BY GREGG, TUTTLE ENGINEERS INC. NALL, JR. 1-594
- F. "PROPERTY SURVEY 140 SPRING ROAD, NORTH HAVEN, CONNECTICUT, PREPARED FOR ALEX AND PAUL DETERFAND, 8-18-80, SCALE 1"=40', BY CRISWOLD/SHAW ASSOCIATES, NALL, JR. J-300-C.
- G. "SUBDIVISION MAP WHICH DEVELOPER ENDED 333 VULNEY STREET NORTH HAVEN, CONNECTICUT SCALE 1"=100' APR. 28, 1949 REV TO MAR. 4, 1957, BY MELBIE & MCGROGAN, INC. NALL, JR. J-310-C
- H. "BORNE DELUDA TO THE UNITED ILLINOISIAN CO. NORTH HAVEN, CONN. SCALE 1"=100' MAY 1928." BY CHARLES A. GAIN CHL. ENGINEER & SURVEYOR NALL, JR. 41-435
- I. "PROPERTY OF MARIE F. SHEA AND HELEN SHEA CANTONVILLE NORTH HAVEN, CONN. OCT. 18, 1958 SCALE 1/8"=40'." BY ALEX SCHNEIDER, REPTR SURVEYOR NALL, JR. 41-437
- J. "DAN ORTH SUBDIVISION MAP 31 BLK 119 LOT 20A NORTH HILL ROAD NORTH HAVEN, CONN. NOV. 20, 1988 REV TO MAR. 5, 1997 SCALE 1"=40'." BY HAYS AND YOUNG NALL, JR. J-520C
- K. "PERMANENT SHEDWAY BEYOND EXISTENT ACROSS PROPERTY OF THE UNITED ILLINOISIAN COMPANY, MUDDY RIVER INTERSECTION, NORTH HAVEN, CONN., OCT. 1974, SCALE 1"=100', BY C.E. BARRETT, INC. NALL, JR. 1-535

I HEREBY CERTIFY TO:  
 TOWN OF NORTH HAVEN  
 CONNECTICUT ATTORNEY'S TITLE INSURANCE COMPANY  
 ATTORNEY MONARD F. CONNORS, GALLA & DONOFRO, LLC

THAT THIS SURVEY WAS CONDUCTED ON THE GROUND ON MAY 6, 2007, AND JAN. 27, 2008, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON, AND THAT UNLESS OTHERWISE NOTICED ON NOTED HEREON: A) TITLE LINES AND LINES OF OCCUPATION ARE THE SAME; B) THERE ARE NO ENCROACHMENTS OR PROJECTIONS ON OR OVER THE PROPERTY OR ON EASEMENTS APPURTENANT TO THE SAME; BY BUILDINGS OR IMPROVEMENTS ERECTED ON ADJACENT LANDS; C) THERE ARE NO ENCROACHMENTS OR IMPROVEMENTS AFFECTING THIS PROPERTY FROM A CAREFUL INSPECTION OF THE SAME, OTHER THAN THOSE DEPICTED ON NOTED HEREON.

JOHN PAUL GARCIA, SURVEYOR 18 85, 1990  
 (GEO. MAP. © 1997 WELD SURVEY & THE GEO. AND SURVEYING)



<b>REVISIONS</b> 01/11/00 UPDATE BOUNDARY INFO. 01/16/00 REWASHE PARCEL A. 01/27/00 REWASHE LOT LINES OF PARCEL C. SHOW STRUCTURES. 02/14/00 ADD LOTS FROM DEVELOPER.		MAP SHOWING PARCELS TO BE ACQUIRED BY THE TOWN OF NORTH HAVEN NORTH HILL & SPRING ROADS NORTH HAVEN, CONNECTICUT	
PREPARED FOR: SPRING ROAD DEVELOPMENT 8 PEZ COURT NORTH HAVEN, CONNECTICUT 06473	PREPARED BY: JOHN PAUL GARCIA & ASSOC. P.C. ENGINEERS AND SURVEYORS 190 FAIRWOOD ROAD BETHANY, CONNECTICUT 06525 PHONE: (203) 363-3306 FAX: (203) 363-3641		