

Julie Hance
Town Manager

Kirby Putnam
Director of Public Works

Thomas E. Williams *Chief of Police*

Town of Chester

RFP PROPOSAL & SPECIFICATIONS FOR

Chester Village Wayfinding System

***556 Elm Street
Chester, VT 05143***

PREPARED BY:

***SE Group
Burlington, VT***

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

**RFP PROPOSAL & SPECIFICATIONS FOR
Chester Village Wayfinding System RFP**

Name of Bidder: _____
RFP Opening: **Friday, June 9, 2023 at 2:00 p.m.**

AND RETURN TO:

**Chester Town Manager
556 Elm Street
Chester, VT 05143**

Submittal Instructions

CONTRACTORS, PLEASE NOTE YOUR RFP MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Bid Proposal - 3 sets - 1 original, 2 copies
- Acknowledgements - 1 each
- Waiver of Immunity and Non-Collusive Bidding Certification - 1 each
- Vendor Code of Conduct - 1 each
- Risk & Safety Agreement – 1 each
- Certificates of Insurance (including Worker’s Compensation Certificate) – 1 each
- Statement of Bidder’s Qualification - 1 each
- Bid Deposit Check (10% of Base Bid) - 1 each

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

Chester Village Wayfinding System RFP

Name of Bidder: _____

Bid Opening: **Friday, June 9, 2023 at 2:00 p.m.**

Step Three: Please return your response to this RFP to the following address:

**Chester Town Manager
556 Elm Street
P.O. Box 370
Chester, VT 05143**

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NOTICE TO BIDDERS

Chester Village Wayfinding System RFP

The Town of Chester, VT will receive sealed bids for Chester Village Wayfinding System RFP. The sealed bid must be received in its' entirety by the Town of Chester Town Manager, 556 Elm Street, P.O. Box 370, Chester, VT 05143, by Friday, June 9, 2023, at 2:00 p.m. at which time they will be publicly opened and read.

The project work site is located within (or near) the Village boundary of Chester, Vermont. The project includes the provision of all labor, materials, machinery, tools, scaffolding, equipment, and other means of construction necessary and incidental to the fabrication and installation of wayfinding signage.

Copies of the RFP may be obtained from the Chester Town Manager, 556 Elm Street, Chester, VT 05143, or can be found on the Town's web page at <https://www.chestervt.gov/>, under the link for "Bids & RFPs". There is no fee for these documents.

Questions regarding the Contract Documents should be directed to Julie Hance, Town Manager, in writing, at julie.hance@chestervt.gov.

Addenda, if any, will be issued only to those persons whose name and address are on record with the Town as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the Town Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the Town's web site and would like to be on record for any Addenda, please email julie.hance@chestervt.gov with your name, bid packet obtained and email address.

The Town is seeking pricing on a lump sum basis, with deduct unit prices. Each bid must be accompanied by a Bid Security in the amount of ten (10) percent of the lump sum base bid in accordance with the Instructions to Bidders. The successful bidder will be required to furnish a Performance Bond and a Labor and Materials Bond, each in the full amount of the contract price.

All bids must be made on the official bid form or an exact copy by reproduction and enclosed in a sealed envelope. No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. After sixty days an offer may be withdrawn in writing.

The Town of Chester reserves the right to reject all bids, to waive all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents.

Town of Chester
Windsor County, Vermont

Instructions to Bidders

1. RFP DOCUMENTS

These Contract Documents include a complete set of specifications and required contract forms which are for the convenience of bidders and are not to be detached from the Contract Documents.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Town. Any inquiry received five or more days prior to 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 Contract Documents, and when issued, will be on file in the Town Clerk's Office at least five days before bids are opened.

All Addenda will be emailed to each person whose name and email address is on record with the Owner as having attained the Contract Documents. However, it shall be each bidder's responsibility to make an inquiry as to the Addenda issued and all such Addenda shall become part of the Contract Documents and all bidders shall be bound by such Addenda, whether received by the bidder.

3. INSPECTION OF SITE

Each bidder shall visit the site of the proposed work and fully acquaint himself/herself with the existing conditions there relating to the work and labor and shall fully inform himself/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The bidder shall thoroughly examine and familiarize himself/herself with the Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint himself/herself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

4. BIDS

All bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The Owner may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

Bidders are welcome to propose alternatives or cost-saving approaches that will be reviewed as part of the selection process. These proposals shall be clearly marked as alternates and are to be submitted in addition to what has been specifically requested.

To guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

Chester Village Wayfinding System RFP

Name of Bidder: _____

Bid Opening: Friday, June 9, 2023, at 2:00 p.m.

AND RETURN TO:

Town of Chester
Town Manager 556 Elm Street
Chester, VT 05143

As a fair basis of award, the Town of Chester will award the Contract to the lowest qualified responsible bidder determined by the total lump sum bid, with consideration for the deduct unit costs. The final cost of the contract work will be based on the actual work performed in the field.

5. BID FORMS

Each Bidder submitting a bid must execute the following forms, provided herein, and include with the RFP response submission. *Failure to submit the executed forms at the time of bid submission will disqualify the bid submission:*

- Acknowledgements
- Waiver Of Immunity and Non-Collusive Bidding Certification
- Vendor/Supplier Code of Conduct
- Risk & Safety Agreement
- Certificates of Insurance

Before executing any Subcontract, the successful Bidder shall submit the name of any proposed Subcontractor for prior approval and an affidavit in the form provided herein.

6. CERTIFICATE OF INSURANCE

Contractors must provide Certificates of Insurance covering the work in the Contract Documents, including all subcontractors, and include them with the RFP response submission. Certificate shall name the Town of Chester as additional insured in accordance with the requirements of the Risk & Safety Agreement. ***Failure to provide the Insurance Certificates at the time of bid submission will disqualify the bid submission.***

7. BID BOND

Each bid must be accompanied by Bid Bond made payable to Town of Chester in an amount of ten (10) percent of bidder's maximum bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety meeting the requirements of the General Conditions.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall be required to submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of the bidder's qualifications, bidder's experience record in the type of work embraced in the contract and bidders organization and equipment available for the work contemplated (as applicable); and, when specifically requested by the Town of Chester, a detailed financial statement.

The Owner shall have the right to take such steps as deemed necessary to determine the ability of the bidder to perform the obligations under the Contract and the bidder shall furnish the Owner all such information and data for this purpose as requested. The right is reserved to reject any RFP where an investigation of the available evidence or information does not satisfy the Town of Chester that the bidder is qualified to carry out properly the terms of the Contract. ***Failure to submit the executed Statement of Bidder's Qualifications at the time of bid submission will disqualify the bid submission.***

9. LUMP SUM PRICES (This is a request for a Lump Sum Bid with deduct unit prices)

This Lump Sum Bid shall include all costs for materials, labor overhead and profit; insurance costs and incidental costs incurred by the Contractor to satisfactorily complete the work in accordance with the Standard General Conditions of the Construction Contract, Summary of Work, Technical Specifications and Plans.

10. CORRECTIONS

The bidder must make initial erasures or other changes in the Bid.

11. RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept, sealed. The Town Clerk's Office, whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered. LATE BIDS will be rejected. E-mail or faxed bid submissions are not acceptable and will not be considered.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will cause to be opened and publicly read aloud every bid received within the time set for receiving bids. Bidders and other people properly interested may be present, in person or representative.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The Bid Guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

14. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Submittal Instructions. Proposals that do not meet the Owner's requirements as set forth in the RFP will be deemed nonresponsive and given no further consideration.

15. AWARD OF CONTRACT: REJECTION OF BIDS

If the Contract is awarded, it will be awarded to the responsible bidder submitting the lowest bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" as soon as possible. In the event that the lowest responsible lump sum bid exceeds available funds, the Town reserves the right to negotiate a reduced scope and cost with the selected bidder.

The Owner, however, reserves the right to reject all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

The Owner also reserves the right to consider as not responsible any bidder who does not habitually perform with their own forces at least fifty percent (50%) of the dollar value of the work involved in the Contract.

16. EXECUTION OF AGREEMENT

After the "Notice of Award" and after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Town, an Agreement in the form included in the Contract Documents, to be executed by the Town Manager.

17. PERFORMANCE BOND, LABOR, AND MATERIAL PAYMENT BONDS

- a. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within 10 calendar days of award, furnish a Performance Bond in a penal sum of not less than one hundred percent (100%) of the Contract and a Labor and Material Payment Bond in a penal sum of not less than one hundred (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. Such bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date after that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds. These bonds shall be signed by a Guaranty or Surety Company listed in the latest issue of the U. S. Treasury Circular 570 licensed to do business in the State of Vermont and the penal sum shall be within the maximum specified for such Company in said Circular 570.
- a. Notwithstanding the foregoing, all bonds required by law shall be in accordance with the form and substance so required by law.
- b. The failure of the successful bidder to execute Agreement and to supply the required bonds within ten (10) days or such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible bidder or re-advertise for bids. In the event of such default, the bidder shall be obligated to the Owner in the amount of the Bid Bond Guaranty as liquidated damages for such default.

18. WAGES AND SALARIES

- a. Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in Vermont State Labor Law and the conditions of employment with respect to certain categories and classifications of employees.
- b. One (1) copy of Certified Payrolls is to be submitted with each payment application per VT Department of Labor Laws. *No payment will be made if the required documentation is not submitted with the invoice attached.*
- c. The rates of pay set forth within the Contract Documents are the minimum to be paid during the life of the Contract. It is, therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of workday and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

All work is to be completed in accordance with the most current prevailing wage rate schedule. Hard copies of the wage rates are provided at the bidder's request.

19. APPLICATION FOR PAYMENT

Contractor shall invoice Owner at the appropriate stages for satisfactorily completed work in the form of AIA Documents G702 and G703 Application and Certificate for Payment. A five (5) percent retainage of the bid award amount is held until all work is satisfactorily completed. Final payment application shall be submitted for retainage only. A certified Waiver of Lien and Certified Payrolls shall be submitted with the final payment requisition for the entire work period.

20. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

21. CONTRACT TIME

The work which the Contractor is required to perform under this contract shall commence at the time stipulated by the Town in the Notice to Proceed to Contractor. It is understood that all construction is to be completed within the 2023 construction season.

Acknowledgements

The Undersigned understands that the Town reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the Town of Chester for this work.

The Undersigned further agrees that if awarded the contract, the undersigned will:

- (1) Commence work upon receipt of the executed contract,
- (2) provide bonds as required,
- (3) commence active construction work at the site as outlined in the Notice to Proceed,
- (4) substantially complete the work in its entirety, ready for use by the Town as outlined in the project documents.

Signed: _____

Printed Name: _____

Title: _____

Company: _____

Address: _____

Date: _____

Telephone Number: _____

Cellular Number: _____

Facsimile Number: _____

Email Address: _____

Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of our firm, when called before a grand jury to testify concerning any transaction or contract with the Town of Chester, Vermont, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fine district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the Town without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the Town for goods delivered or work done prior to the cancellation or termination shall be paid.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition. "A bid shall not be considered for award, nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons, therefore.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to the penalty of perjury under the laws of the State of Vermont, this _____ day of _____, 2023 as the act and deed of said corporation of partnership.

Vendor/Supplier Code of Conduct

The Town of Chester is committed to conducting business in a lawful, ethical, and moral manner and expects the same standards from vendors/suppliers that the Town conducts business with. The Town requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the Town to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the Town requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state, and federal laws, regulations, and statutes.
- The Town expects vendors/suppliers to respect the Town's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the Town of Chester.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and VT statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by VT Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state, and federal health and safety laws.
- Discrimination: No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination, or retirement based on gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the Town of Chester Vendor/Supplier Code of Conduct and agrees that all its facilities and subcontractors doing business with the Town will receive the Code and will abide by every term therein.

A vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy, or procedure may result in the termination of the business relationship. The vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the Town.

Signature: _____ Printed name: _____

Title: _____ Date: _____

Company Name: _____

Risk and Safety Agreement for Contractor Services

Chester Village Wayfinding System RFP

Contact Person:

Company Name: _____

Company Address: _____

Company Telephone No.: _____ Company Fax No.: _____

Contractor Primary Contact for This Project: _____ Title: _____

The Town of Chester herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the Town of Chester, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be “occurrence basis” except for Professional Errors and Omissions Coverage which may be “claims made” coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Town of Chester must approve all insurance certificates. The Town of Chester reserves the right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted doing business in the State of Vermont and must be rated “A-: VII” or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the Town of Chester may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the Town of Chester shall be repaid upon demand, or at the Town’s option, may be offset against any monies due to the Contractor. The Town of Chester requires the Contractor name the Town as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (Town is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
- VT Statutory Workers Compensation, Employer’s Liability and Disability Insurance

It shall be an affirmative obligation of the Contractor to advise Town of Chester via mail to Town Manager, Town of Chester, 556 Elm Street, Chester, VT 05143, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal

remedies available to the Town. The Contractor is to provide the Town with a Certificate of Insurance naming the Town as Additional Insured on a primary and non-contributory basis prior to the commencement of any work or use of Town facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the Town of Chester as an Additional Insured on a primary and non-contributory basis for all those activities performed within its contracted activities for the contract as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the Town of Chester, its Agents and Employees (hereinafter referred to as "Town"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractors are legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid. Contractor shall comply with VT OSHA laws as of July 18, 2008, requiring all workers on Vermont State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. The Town of Chester specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health, or safety of any of Contractor's employees, subcontractor's employees, Town employees or member(s) of the public on Town property. This reservation of rights by the Town of Chester in no way obligates the Town of Chester to inspect the safety practices of the Contractor. If the Town of Chester exercises its rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the Town of Chester, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the Town of Chester' legal obligation to continuously provide Contractor's service to the public or the Town of Chester' immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the Town of Chester shall have the right to immediately terminate this contract. If the Town of Chester terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by the Town of Chester in re- bidding the work and/or by the increase in cost that results from using a different vendor.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature: _____ Date: _____

Bid Bond

KNOW ALL MEN BY THESE PRESENT: That we the undersigned, (Contractor Name & Address) as Principal and (Bonding Company Name & Address) as SURETY are held and firmly bound unto Owner hereinafter called TOWN OF CHESTER in the sum of (\$ i.e.; 5%) of the Amount Bid Dollars (\$)_____ for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the principal has submitted the accompanying bid dated, _____.

For: Chester Village Wayfinding System RFP

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period specified, within thirty (30) days. After the said period specified, within ten (10) days after the prescribed forms with the Town of Chester in accordance with the bid as accepted and give bond with good faithful performance and proper of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if between the amount specified in said bid and the amount for which the Town of Chester the difference between the amount specified in said bid and the amount for which the Town of Chester may procure and the required work or supplies for both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effort.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____ INDIVIDUAL PRINCIPAL (seal)
_____ BUSINESS ADDRESS
_____ PARTNERSHIP _____ (seal)
_____ BUSINESS ADDRESS

BY _____

ATTEST: _____

_____ CORPORATE PRINCIPAL
_____ BUSINESS ADDRESS

BY _____ AFFIX CORPORATE SEAL

ATTEST: _____

_____ CORPORATE SURETY
BY _____ AFFIX CORPORATE SEAL

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

- 1. Name of Bidder _____
- 2. Permanent main office address

- 3. Year organized _____
- 4. If a corporation, where incorporated _____
- 5. How many years have you been engaged in the contracting business under your present firm or trade name?

- 6. Provide three (3) references (list amount of each contract and the agency contact person, phone, and email address).

<u>PROJECT NAME/AMOUNT</u>	<u>CONTACT NAME</u>	<u>PHONE</u>	<u>EMAIL</u>

- 7. General character of work performed by your company.

- 8. Have you ever defaulted on a contract? If so, where, and why?

- 9. Have you ever failed to complete any work awarded to you? _____
- 10. List the more important projects recently completed by your company, website addresses for project examples, and state the approximate
cost for each and the month and year completed.

11. List your major equipment available for this contract.

12. Background and experience of the principal members of your organization, including the officers.

13. Credit available: \$ _____

14. Give bank reference: _____

15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the local public agency? _____

THE UNDERSIGNED hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of Bidder's Qualifications.

Dated this day of: _____

Signature: _____

Printed name: _____

Title: _____

Company: _____

Company Address:

BID PROPOSAL

DATE OF BID OPENING: Friday, June 9, 2023 at 2:00 PM.

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

Chester Village Wayfinding System RFP

AND RETURN TO:

Town of Chester Town Manager
556 Elm Street, P.O. Box 370, Chester, VT 05143

BID PROPOSAL SUBMITTED BY

Bidder: _____
(Contractor)

LUMP SUM BID:

Provide all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to: Fabricate support structures and panels, the associated graphics and messaging as specified, and to install each of the signs and sign structures at locations predetermined by the Town of Chester. The scope of work also includes relocation of existing highway signs in some locations, as identified in the plans. The scope of work includes fabrication and installation of all signs identified in the Town of Chester Village Wayfinding System Sign Designs & Specifications package, including the following:

- (4) Village Gateway Signs
- (5) Vehicular Directional Signs (Large)
- (6) Vehicular Directional Signs (Large)
- (2) Site Marker Signs (Large)
- (6) Site Marker Signs (Small)
- (1) Parking Signs
- (2) Kiosks

Total Lump Sum Cost \$ _____

The scope of work includes a pre-construction meeting to review proposed sign locations with VTrans, a Town of Chester representative, and the Project Designer to review, stake, and GPS record final approved sign locations. The meeting will include review of marked sewer and water lines (done by the Town), underground utilities marked by Dig Safe, and distances from other highway signs. In the event that any of the signs cannot be accommodated due to unforeseen constraints (e.g. underground utility conflicts, spatial constraints, etc.), please provide a **deduct** unit cost for each of the following sign types:

Sign Type	Fabrication Cost	Installation Cost	Total Cost
Village Gateway			
Vehicular Directional (Large)			
Vehicular Directional (Small)			
Site Marker (Large)			
Site Marker (Small)			
Parking			
Kiosk			

BID BOND:

A bid bond or bid deposit check for 10% of the total bid price, made payable to the Town Clerk is attached in the amount of \$ _____ security as required by the Instructions to Bidders for the project.

ACKNOWLEDGEMENTS

Acknowledgement is hereby made of the receipt of the following Addendum:

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The foregoing proposal (s) include all labor, supervision, material, taxes (if any), overhead, bond costs, profit, and other considerations normally included in construction contract costs.

The Undersigned understands that the Owner reserves the right to accept or to reject any proposal(s), but that if notice of the acceptance of this proposal is mailed, telegraphed or delivered to the Undersigned within thirty (30) days after the opening of the bids, or any time before this proposal is withdrawn, the Undersigned will execute a contract with the Town of Chester for this work.

The Undersigned further agrees that if awarded the contract, he will: (1) Commence work upon receipt of the executed contract, (2) that he will provide bonds as required, (3) that he will commence active construction work at the site as outlined in the Notice to Proceed, (4) that he will substantially complete the work in its entirety, ready for use by the Owner as per the project documents.

Date: _____

Signed: _____ (Principal of Company)

Printed Name: _____

Title: _____

Company: _____

Address: _____

Telephone/Cell Number: _____ Fax Number: _____

Email: _____

CONTRACT FORMS

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

1.02 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
Chester Village Wayfinding System RFP.

ARTICLE 2 – PROJECT DESIGNER

2.01 The Project has been designed by SE Group in conjunction with the Town of Chester, with the rights and authority assigned to Project Designer in the Standard General Conditions in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Dates for Substantial Completion and Final Payment **[NOT USED]**

A. All sign structures must be set in the ground by October 2023 with substantial completion by November 2023. All work must be completed and ready for final payment in accordance with the General Conditions by the end of calendar year 2023.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day

- B. that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01. Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work, minus any deduct unit costs for signs not installed, a lump sum of:
 \$ _____

- B. **(NOT USED)** For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>Item</u>		<u>Estimated</u>	<u>Unit</u>
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>
			<u>Price</u>

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities in the Bid Proposal. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by SE Group as provided in the General Conditions.

- C. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the Town Clerk’s office as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price based on Contractor’s Applications for Payment at the appropriate phases of completion during performance of the Work. All such payments will be measured by the schedule of values established as provided in the General Conditions.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentages indicated on the approved schedule of values but, in each case, less the aggregate of payments previously made and less

such amounts as the Project Manager (with guidance by Project Designer) may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General Conditions.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Project Manager (with guidance by Project Designer) as provided in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 **(NOT USED)** All money not paid when due as provided in the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph 8.01.D above, Contractor does not consider further examinations, investigations, explorations, tests, studies, or data are necessary for the

- F. performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Town of Chester written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Designer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Performance bond
 - 3. Labor & Materials bond
 - 4. Standard General Conditions
 - 5. Drawings and Technical Specifications with each sheet bearing the following general title:
 - a. Chester Village Wayfinding System - Sign Design & Specifications
 - 6. Certificate of Insurance
 - 7. Executed Risk & Safety Agreement
 - 8. Addenda
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Documentation submitted by Contractor prior to Notice of Award
 - 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed

- b. Work Change Directives.
 - c. Change Orders.
-
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B.

10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution.
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

By: _____

Title: _____

Town Council Approval: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.:
(Where applicable)

Agent for service of process:

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

As Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety are held and firmly bound unto the Town of Chester as Oblige hereinafter called Owner, in the amount of _____ Dollars; (\$ _____), for payment whereof of Principal Successors and assigns, jointly and severally, firmly by these presents.

WHEREAS Contractor has by written agreement dated _____ ENTERED INTO a Contract with Owner for: Chester Village Wayfinding System RFP.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project Area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or
- B. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

(Individual Principal) (Seal)

(Business Address)

_____ (Seal)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

By: _____

(Corporate Surety)

(Business Address)

By: _____

Affix Corporate Seal

Countersigned

By _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

LABOR AND MATERIAL PAYMENT BOND

Note: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____ Principal

(Hereinafter called Principal) and _____ as Surety (hereinafter called Surety) are held and firmly bound unto the Town of Chester as Oblige (hereinafter called Owner) for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered a Contract with Owner for Chester Village Wayfinding System RFP. The Contract is by reference made part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, they said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Oblige of any extension of time for the performance of the Contract, or any other forbearance for the performance of the Contract, or any other forbearance on the part of either the Oblige or the Principal to the other shall not in any way release the Principal and the Surety or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution hereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this day of , 2023, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In Presence of:

_____ (Seal)
(Individual Principal)

(Business Address)

_____ (Seal)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ (Seal)

Attest:

By: _____

(Corporate Surety)

(Business Address)

By: _____ Affix

(Corporate Seal)

Countersigned

By _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

WAIVER OF LIEN

(Submit 1 copy with Final Payment Requisition)

_____ (Name) of _____ (Company), Town/Town/Village of _____, contracted with the TOWN OF CHESTER on _____ (M/D/Y), to furnish:

for the: Chester Village Wayfinding System RFP, on the property owned by the TOWN OF CHESTER, Chester, VT 05143. The property is more fully described as follows: within (or near) the Village boundary of Chester, Vermont.

Signing of this Waiver of Lien hereby acknowledges that lien holder waives any right that lien holder now has or in the future may have to claim a mechanic's lien pursuant to statute against the described real property or against the improvements located on the property to secure payment for: _____, furnished or to be furnished by lien holder under the described contract.

Lien holder has executed this waiver voluntarily and with full knowledge of lien holder's rights under the laws of the State of Vermont.

Signed: _____
Printed Name: _____
Title: _____ Dated: _____

State of: (_____)
County of: (_____)

being duly sworn, deposes and says that he/she _____

of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

SUBSCRIBED TO AND SWORN BEFORE ME this _____ day of _____, 2023.

Notary Public