

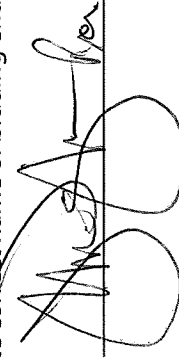
BID SCHEDULE

Item No.	Description	Unit Quantity	Unit Price (Figures)	Unit Price (Written)	Total Price (Figures)
1.0	Contract General Conditions	1 L.S.	\$90,352.50	Ninety thousand, three hundred and fifty-two dollars and fifty cents	\$90,352.50
2.0	Wastewater Collection System Pump Station				
2.1	Wastewater Pump Station – Seminary Street Extension	1 L.S.	\$416,743.59	Four hundred and sixteen thousand, seven hundred and forty-three dollars and fifty-nine cents	\$416,743.59
2.2	Wastewater Pump Station – Halpin Road	1 L.S.	\$278,053.52	Two hundred and seventy-eight thousand, and fifty-three dollars and fifty-two cents	\$278,053.52
2.3	Wastewater Pump Station – Painter Hills Road	1 L.S.	\$308,167.73	Three hundred and eight thousand, one hundred and sixty-seven dollars and seventy-three cents	\$308,167.73
3.0	Earthwork				
3.1	Trench Rock Excavation	75 C.Y.	\$211.50	Two hundred and eleven dollars and fifty cents	\$15,862.50
3.2	Additional Excavation Below Subgrade	25 C.Y.	\$50.80	Fifty dollars and eighty cents	\$ 1,270.00
3.3	Additional Bedding Materials Below Subgrade				
3.3.1	Additional ¾" Crushed Stone Bedding Below Subgrade	25 C.Y.	\$42.74	Forty-two dollars and seventy-four cents	\$1,068.50
3.3.2	Additional Bank Run Sand Bedding Below Subgrade	25 C.Y.	\$33.16	Thirty-three dollars and sixteen cents	\$ 829.00
3.3.3	Additional Bank Run Gravel Bedding Below Subgrade	25 C.Y.	\$36.60	Thirty-six dollars and sixty cents	\$ 915.00
3.4	Miscellaneous Excavation and Backfill	25 C.Y.	\$52.00	Fifty-two dollars and zero cents	\$ 1,300.00
3.5	Replacement Trench Backfill	25 C.Y.	\$ 63.60	Sixty-three dollars and sixty cents	\$ 1,590.00
4.0	Bituminous Concrete Pavement Including Gravel Base and Gravel Subbase				

4.1	Bituminous Concrete Pavement, Trench Patch	650 S.Y.	\$92.28	Ninety-two dollars and twenty-eight cents	\$ 59,982.00
5.0	Concrete Curb				
5.1	Concrete Curb	100 L.F.	\$ 35.00	Thirty-five dollars and zero cents	\$ 3,500.00
6.0	Wastewater Gate Valves				
6.1	6-inch Gate Valves	5 EA.	\$ 2,078.00	Two thousand and seventy-eight dollars and zero cents	\$ 10,390.00
7.0	Wastewater Force Main				
7.1	6-inch CL 52 D.I. Polywrapped Wastewater Force Main (Including Fittings)	55 L.F.	\$ 178.62	One hundred and seventy-eight dollars and sixty-two cents	\$ 9,824.10
7.2	6-inch HDPE Wastewater Force Main (Including Fittings)	1,120 L.F.	\$ 66.62	Sixty-six dollars and sixty-two cents	\$ 74,614.40
8.0	Pipe Insulation				
8.1	Buried Rigid Insulation Board	250 S.F.	\$ 2.50	Two dollars and fifty cents	\$ 625.00
9.0	Controls and Telemetry				
9.1	Controls and Telemetry	1 L.S.	\$30,000.00	Thirty Thousand and 00/100 Dollars	\$30,000.00
TOTAL BID		Total Price (Written)		One million, three hundred and five thousand, and eighty-seven dollars and eighty four cents	Total Price (Figures) \$ 1,305,087.84

Note: Unit Quantities indicated are approximate and used for comparison of Bids only. Actual quantities may vary.

BIDDER (Indicate correct name of bidding entity): Champlain Construction Company, Inc.

BY (Signature):  _____

NAME & TITLE (Please print): James Danyow/President

ADDRESS: 1050 Route 7 South

Middlebury, VT 05753

DATE: May 3, 2019

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BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Champlain Construction Company Inc.
1050 Route 7 South
Middlebury, VT 05753

SURETY (Name, and Address of Principal Place of Business):

Aegis Security Insurance Company
4507 North Front Street
Harrisburg, PA 17110

OWNER (Name and Address):

Town of Middlebury
77 Main Street
Middlebury, VT 05753

BID

Bid Due Date: May 3, 2019

Description (Project Name— Include Location):

Wastewater Pump Station Improvements

BOND

Bond Number:

Date: May 3, 2019

Penal sum Five Percent of Bid Attached \$ 5% Attached

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Champlain Construction Company Inc.

(Seal)

SURETY

Aegis Security Insurance Company

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature

Print Name

President

Title

Attest:

Signature

Title office manager

By:

Signature (Attach Power of Attorney)

Christina Henderson

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title Customer Service Agent

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AEGIS SECURITY INSURANCE COMPANY
POWER OF ATTORNEY

A circular corporate seal for Aegis Security Insurance Company, Pennsylvania. The outer ring contains the text "AEGIS SECURITY INSURANCE COMPANY" at the top and "PENNSYLVANIA" at the bottom, separated by a small star on the right. The center of the seal features the year "1977" in a large, bold font, with the words "CORPORATE SEAL" arched above it.

QUALIFICATION STATEMENT

CONTRACTORS shall submit the following information subsequent to the bid, if requested by the Engineer or Owner for review of the bids:

PAST EXPERIENCE:

List all projects of similar or greater value completed by the CONTRACTOR in the past three (3) years. **Attach additional sheets if necessary.**

1.	Rutland BRF 3000	Rutland Vermont	\$1,500,00.00
	Project Name	Project Location	\$Value
	City of Rutland	VAOT	
	Owner Name	Owner's Representative	
	Rutland, Vermont		
	Address		Telephone No.
	Kubricky Construction	Mike Martin	(518)792-5864
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
2.	Randolph Wastewater Treatment Rehabilitation	Randolph, VT	\$634,009.00
	Project Name	Project Location	\$Value
	Town of Randolph		
	Owner Name	Owner's Representative	
	Randolph, Vermont		
	Address		Telephone No.
	T-Buck Construction	Bruce Kenney	(207)783-6223
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3.	Charles Avenue Improvements	Middlebury, VT	\$620,910.00
	Project Name	Project Location	\$Value
	Town of Middlebury	Dan Werner	
	Owner Name	Owner's Representative	
	Middlebury, Vermont		(802)388-8100
	Address		Telephone No.
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

4.	Weybridge Street Sewer Replacement	Weybridge, VT	\$153,000.00
	Project Name	Project Location	\$Value
	Town of Middlebury	Dan Werner	
	Owner Name	Owner's Representative	
	Middlebury, Vermont		
	Address		Telephone No.
	Green Mountain Engineering	Kevin Camera	(802)862-5590
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5.	Town of Middlebury Pump Station 3&9	Middlebury, VT	\$21,286.00
	Project Name	Project Location	\$Value
	Town of Middlebury	Kathleen Ramsay	
	Owner Name	Owner's Representative	
	Middlebury, Vermont		
	Address		Telephone No.
	Aldrich and Elliot	Jason Booth	802-879-7733
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
6.			
	Project Name	Project Location	\$Value
	Owner Name	Owner's Representative	
	Address		Telephone No.
	Project Engineer	Engineer's Representative	Telephone No.
	Was the Contract completed within the Contract period? <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Were there claims or liquidated damages against the Contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No		



Secretary of State

CORPORATIONS DIVISION

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Business Information

Business Details

Business Name: CHAMPLAIN
CONSTRUCTION
COMPANY, INC.

Business ID: 0069776

File #: V20728

Business Type: Domestic Profit
Corporation

Business Status: Active

**Date of Incorporation /
Registration Date:** 01/02/1975

Business Description: Not Available

Fiscal Year Month: 12

**Principal Office
Business Address:** 1050 RT 7S, Middlebury,
VT, 05753, USA

**Principal Office Mailing
Address:** 1050 RT 7S, Middlebury,
VT, 05753, USA

**Citizenship / Domestic
Jurisdiction:** Domestic/VT

**Last Annual Report
Year:** 2018

Last Report Filed: 01/07/2019

Next Filing Due Date: 01/01/2020

Principals Information

Name/Title:

Physical Address:

JAMES DANYOW/President

1050 RT 7S, Middlebury, VT, 05753, USA

LARRY DANYOW/Vice President

1050 RT 7S, Middlebury, VT, 05753, USA

JAMES DANYOW/Treasurer

1050 RT 7S, Middlebury, VT, 05753, USA

[View All Principals\(7\)](#)

Registered Agent Information

Name: LARRY DANYOW

Physical Address: 1050 RT 7S, Middlebury, VT, 05753, USA

Mailing Address: 1050 RT 7S, Middlebury, VT, 05753, USA

Agent Type: Individual Person

Trade Name Information

No Trade Name(s) associated to this business.

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

*Town of Middlebury
77 Main Street
Middlebury, VT 05753*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **seventy-five (75)** days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>April 26, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

ARTICLE 5 – BASIS OF BID

- A. See attached itemized Bid Schedule.
- 5.02 Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. Bid Schedule;
 - C. If Bidder is a corporation or a limited liability company, a partnership, or a joint venture - attach evidence of authority to sign.
 - D. Qualification Statement.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

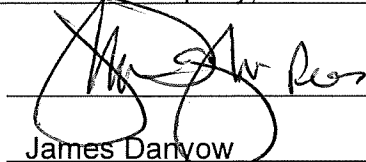
ARTICLE 9 – BID SUBMITTAL

BIDDER: (Indicate correct name of bidding entity)

Champlain Construction Company, Inc.

By:

Signature



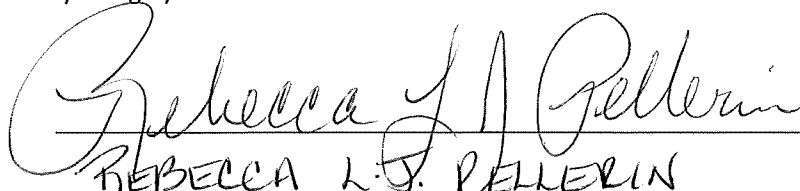
Printed name

James Danyow

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Signature



Printed name

REBECCA L. J. PELLERIN

Title: President

Submittal Date: May 3, 2019

Address for giving notices:

1050 Route 7 South

Middlebury, VT 05753

Telephone Number: (802)388-2652

Fax Number: (802)388-2733

Contact Name and e-mail address: James Danyow

ccc@champlainconstruction.com

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