

MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING (HYBRID)
TOWN OFFICE BUILDING – 15 GILEAD STREET**

Board of Selectmen Regular Meeting
 October 10, 2024, 7:00 PM (America/New York)
Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/355993837>
You can also dial in using your phone.
 Access Code: 355-993-837
 United States: [+1 \(224\) 501-3412](tel:+12245013412)
Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

RECEIVED
 2024 OCT -4 P 12: 05
 HEBRON TOWN CLERK

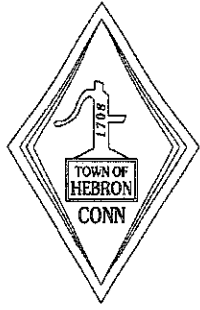
Thursday, October 10, 2024

7:00 p.m.

AGENDA

Time Guideline	
7:00 p.m.	1. CALL TO ORDER
7:00 p.m.	2. PLEDGE OF ALLEGIANCE
7:02 p.m.	3. ADDITIONS AND CHANGES TO THE AGENDA
7:05 p.m.	4. PUBLIC COMMENT This section of the agenda is reserved for persons in attendance who wish to briefly address the Board of Selectmen. The Board requests that a person's comments be limited to a single period lasting three minutes or less. While the Board respects the right of the public to provide comment, this time is not intended for open discussion or a Board response. Residents who wish to request a dialogue should make arrangements to do so through the Town Manager's Office or the Board Chair. (Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized.)
7:10 p.m.	5. GOOD TO KNOW/SPECIAL RECOGNITION a) Indigenous Peoples Day Proclamation
7:15 p.m.	6. TOWN MANAGER'S REPORT a) Recent Activities b) Correspondence c) Town Manager Updates

- 7:25 p.m. 7. OLD BUSINESS**
- a) American Rescue Plan State and Local Recovery Funds Update
 - b) Department of Public Works Action Committee Update
 - c) Board of Selectmen - Communication Strategy
 - d) Any Other Old Business
- 7:45 p.m. 8. NEW BUSINESS**
- a) Award Bid for Pickleball Courts at St. Peter's Field
 - b) Draft Agenda for October 24, 2024 Meeting
 - c) Any Other New Business
- 7:55 p.m. 9. CONSENT AGENDA**
- Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.
- a) **APPROVAL OF MINUTES**
 - 9.a.1 September 19, 2024 – All Boards Meeting
 - 9.a.2 September 26, 2024 – Regular Meeting
 - b) **TAX REFUNDS**
- 8:00 p.m. 10. LIAISON REPORTS**
- a) AHM Youth Services – Peter Kasper
 - b) Hebron BOE – Tiffany Thiele
 - c) Board of Finance – Dan Larson
 - d) Land Acquisition – Keith Petit
 - e) RHAM BOE – Claudia Riley
- 8:10 p.m. 11. PUBLIC COMMENT**
- 8:15 p.m. 12. ADJOURNMENT**



TOWN OF HEBRON PROCLAMATION
recognizes
INDIGENOUS PEOPLES' DAY

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, the United States endorsed the United Nations Declaration of Rights of Indigenous People on December 16, 2010; and

WHEREAS, a growing number of cities and towns in the United States have recognized the second Monday of October as "Indigenous Peoples' Day", as an opportunity to celebrate indigenous heritage and resiliency; and

WHEREAS, the Town of Hebron recognizes it was founded and built upon lands first inhabited by Indigenous Peoples of this region and acknowledges and honors these members of the community. Long before the State of Connecticut was created and towns like Hebron were 'founded,' diverse Indigenous communities called this land home. They raised families, worked the soil, traded goods with others, and established cultures rich in political, artistic, spiritual, and environmental legacies that continue today; and

*WHEREAS, despite war, enslavement, and prejudice, Native people have remained active agents in their own and state history. The state-recognized sovereign nations in Connecticut are the **Golden Hill Paugussett, Mashantucket Pequot, Mohegan, Paucatuck Eastern Pequot, and Schaghticoke** tribes, with the Mashantucket Pequot and Mohegan having federal recognition as well; and*

WHEREAS, the Town of Hebron values the many contributions made to our community through Indigenous Peoples' knowledge, labor, technology, science, philosophy, arts, and the deep cultural contribution that has shaped the character of the Town.

NOW, THEREFORE the Hebron Board of Selectmen, do hereby proclaim the second Monday of October as Indigenous Peoples' Day.

Peter D. Kasper, Chairman

Andrew J. Tierney, Town Manager

CORRESPONDENCE



September 16, 2024

Dear Town Manager Tierney,

I am writing to inform you that, due to a reduction in funding for the Elderly Nutrition Program, we are forced to restructure our program. The program has received an approximate 53% reduction largely due to the sunseting of the American Rescue Plan (ARPA) funds. After consulting with our funder, the North Central Area Agency on Aging, we had to change our program design and scale back both Community Café and Meals on Wheels services. Please be assured that we are committed to providing meal services for seniors in your community.

Updates to Community Café services:

Effective November 1, 2024– community café sites will be reducing the number of days per week each site is open for lunch and capping the attendance at each congregate site.

Updates to the Meals on Wheels home-delivery program:

Until further notice, we will not be able to provide a second dinner meal or weekend meals as a part of this home-delivery program. Seniors will receive one hot meal per day during lunchtime. Additionally, we have to establish a waiting list for the Meals on Wheels program.

We are working diligently to identify alternate sources of funding that could help support meals for seniors, including but not limited to:

- Advocating our legislators for additional funding to support the Elderly Nutrition Program
- Soliciting contributions from community corporations, foundations, and individual donors.

Additionally, we would be happy to speak with you about potential partnership opportunities with your municipality or other resources that you think might be able to support these valuable programs for seniors.

If you have any questions, please contact me at: 860-560-5826. We appreciate your understanding, and we are grateful for your continued support.

Sincerely,

Nancy Isa
CRT Director of Nutrition



FEMA

September 27, 2024

Peter Kasper, Chairman, Board of Selectmen
Town of Hebron
Town Office Building
15 Gilead Street
Hebron, Connecticut 06248

Subject: Town of Hebron, Tolland County, Connecticut
Community No.: 090162

Dear Peter Kasper:

The effective Flood Insurance Rate Maps (FIRMs) for Town of Hebron, Tolland County, Connecticut were issued on March 18, 1991. Your community received communication on November 10, 2016, informing you that the flood hazard mapping for Town of Hebron, Tolland County, Connecticut will continue under the Federal Emergency Management Agency's (FEMA's) Risk Mapping, Assessment, and Planning (RiskMAP) program. Due to flood map improvements initiated under the RiskMAP program, the U.S. Geological Survey (USGS), who is serving as FEMA's mapping partner, has updated the engineering analysis on several river reaches in your community. The USGS would like to invite your community to review the workmaps.

Because of travel and gathering restrictions for public health, the Workmap Meeting will be conducted virtually in an online meeting room with audio and video. Audio-only access to the meeting by telephone is available for those without internet access. Meeting information is below.

Date and time: Tuesday, October 29, 2024, at 9:00 AM
Meeting link: Click [here](#), if viewing this letter digitally
Otherwise, please find the link in the invitation email or project website:
<https://doimsp.sharepoint.com/sites/GS-NEWENG-FEMARiskMAP-outreach>
(If you do not have access to the website, you can fill out this [form](#).)
Telephone line: +1 202-640-1187
Meeting or conference ID: 808 430 184#

The online meeting will be conducted through a web browser. Clicking on the meeting link above, in the email invitation, or in the project website will take you to the meeting in your web browser. Before joining the meeting, you will be prompted to provide a name. After doing so, you will wait for a few moments before being admitted to the meeting, at which point you will be able to see the presenter's screen and hear any dialogue. Both video and audio will be provided through the web application. You do not need to also call into the meeting by telephone.

However, if you do not have internet access, or if your computer does not have speakers or a microphone, you can join the meeting for audio access only by telephone (see information above). After dialing in, you may also have to wait for a few moments before being admitted to the meeting by the moderator, after which you will hear any dialogue.

A few days before the Workmap Meeting, relevant materials will be available for download at the project website (see above). If you do not have immediate access to the project website, but would like access, please fill out this [form](#). A valid email address will be required. Further instructions for accessing the site will be sent to that email address once access is granted.

Whether you attend the meeting on the computer or by phone, you may be muted by the moderator before and during the presentation. After the presentation, you will be invited to ask any questions you might have, at which point you may unmute your microphone in the web application or unmute your telephone by dialing *6, which toggles your phone between muted and unmuted. If you do not have questions, or after you are done speaking, we request that you keep your audio line muted to prevent audio interference for other attendees.

If you have any questions during the presentation or while others are talking, and you do not wish to save them for the end, you can enter them in the meeting's "conversation", which is an instant-messaging application embedded into the web page. It may be visible as soon as you enter the meeting, or you may have to click a button to open the conversation. A moderator will monitor the conversation and make sure that the presenter or host addresses all comments or questions entered there.

For the purposes of keeping attendance records, we request that you please provide your full name, community that you represent, title, and email address. You can enter all of this information with your name at sign-in, or you can enter it in the meeting's conversation. If you attend the meeting by telephone only, the presenter will provide an opportunity immediately after the presentation ends for you to provide your contact information by voice.

Individuals requiring accommodations, including sign language interpreters, Communication Access Real-time Translation (CART), Braille and other accommodations, should contact Caroline Mazo at (860) 291-6782 or cmazo@usgs.gov by October 16, 2024 (at least two weeks prior to the meeting).

An in-person Workmap Meeting would include a break-out session at the end for any communities present to discuss their workmaps with the project team. In lieu of the in-person break-out session, follow-up virtual meetings can be scheduled upon request during the following dates and times. Although documents cannot be exchanged in these virtual break-out sessions, staff from FEMA and USGS will be available to answer any questions and coordinate further information exchange by another medium.

Follow-up 1: Thursday, October 31, 2024, one-hour slots between 9:00 AM and 4:00 PM
Follow-up 2: Wednesday, November 06, 2024, one-hour slots between 9:00 AM and 4:00 PM

To sign up for a breakout meeting time slot, please contact Melissa Smith at melissasmith@usgs.gov with two potential one-hour time slots that would work for your community.

If you have any questions about the virtual Workmap Meeting and follow-up virtual break-out sessions, or to RSVP regarding your attendance, please contact Caroline Mazo. Liz Ahearn will be the USGS project manager for this Risk MAP project, but Caroline will be the point of contact for this particular meeting.

Caroline Mazo
U.S. Geological Survey
(860) 291-6782
cmazo@usgs.gov

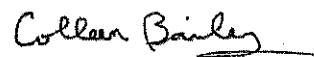
Liz Ahearn
U.S. Geological Survey

(860) 291-6745
eaahearn@usgs.gov

This invitation may receive relatively limited distribution based on email addresses on file. Please feel free to forward it to any other relevant officials in your community who may have been accidentally excluded. This invitation and the Workmap Meeting are not intended to be distributed to community members or residents without official roles.

If you have any questions regarding the Risk MAP process, the scheduled Workmap Meeting or the workmaps, please contact Caroline Mazo or Liz Ahearn. I am also available to answer any questions at colleen.bailey@fema.dhs.gov.

Sincerely,



Colleen Bailey
Community Coordinator Officer
FEMA Region I

cc: Matthew Bordeaux, Town Planner, Town of Hebron
Scott Phelps, Zoning Enforcement Officer & Building Official, Town of Hebron
Paul Forrest, Director, Public Works, Town of Hebron
Darrne Norton, Road Foreman, Town of Hebron
Andrew Tierney, Town Manager, Town of Hebron
Francesca Villani, Town Clerk, Town of Hebron
Martin Halloran, Chair, Zoning Board of Appeals, Town of Hebron
Thomas Loto, Chair, Conservation Commission, Town of Hebron
Frank Zitkus, Chair, Planning & Zoning Commission, Town of Hebron
Liz Ahearn, Project Manager, U.S. Geological Survey
Caroline Mazo, Physical Scientist, U.S. Geological Survey
Diane Ifkovic, State NFIP Coordinator, Connecticut Department of Energy and Environmental Protection

Please note that the above contact list is the intended distribution for this letter, but it is not being sent by post to any of these contacts. The letter will be sent instead by email to all recipients whose email addresses are known. Please forward this letter to any community officials in the list above who did not receive a copy. Please also feel free to forward it to any other relevant community officials who are not included in the list, such as community leaders, emergency managers, GIS specialists, planners, and floodplain managers. This invitation and the Workmap Meeting are not intended to be distributed to community members or residents without official roles.



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES
& PUBLIC PROTECTION
DIVISION OF STATE POLICE**



Lieutenant Adam Litwin #064
Commanding Officer

M/Sgt Shawn Mansfield #078
Executive Officer

Troop K – Colchester

October 1, 2024

Andrew Tierney
Town Manager
15 Gilead Road
Hebron, CT 06048

Dear Andrew Tierney,

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Hebron.

During the month of **September 2024**, the Hebron Resident Trooper, Hebron Constable Officers, as well as Troop K Troopers responded to **124** Calls for Service in the Town of Hebron. Of these Calls for Service, the most notable are:

Total Calls for Service	Total Calls This Year	
124	1,377	
	September 2024	YTD
Accidents	11	73
Criminal Investigations	12	75
Burglaries	0	0
Larcenies	1	8
Non Reportable Matters	87	918
Total Arrests	4	26

Motor Vehicle Enforcement*:	September	YTD
Total Traffic Stops	11	295
Onsite DUI's	2	4
Arrests	1	3
Misdemeanor Summons	0	1
Infractions	1	20
Written Warnings	7	98
Verbal Warnings	2	173

Respectfully,

LT Adam Litwin #064

Lieutenant Adam Litwin #064
Commanding Officer
Connecticut State Police – Troop K

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
OCTOBER 10, 2024**

DEPARTMENT OF PUBLIC WORKS ACTION COMMITTEE UPDATE

Chairman Kasper will provide an update at the meeting.

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
OCTOBER 10, 2024**

**BOARD OF SELECTMEN
COMMUNICATION STRATEGY**

Attached is a revised draft incorporating changes suggested by the Board at the September 26, 2024, BOS Meeting. The Town Attorney is reviewing the proposed Rapid Response Plan.

Proposed Motion:

Move that the Hebron Board of Selectmen adopt the Town of Hebron Board of Selectmen Rapid Response Plan as presented (or amended).

**Town of Hebron
Board of Selectmen
Rapid Response Plan
*Revised: 10/1/24***

Overview: The Town of Hebron and the Hebron Board of Selectmen recognize that social media is a news source for many town residents. Statistics show that more than half of U.S. adults sometimes receive news from social media.¹ As of this writing, the Town of Hebron has a Facebook page for regular updates. Beyond that, there are several active town resident-operated Facebook groups. The Board of Selectmen acknowledges that factual and erroneous information is shared in these groups, resulting in misinformation about Board decisions and actions. This policy is intended to guide future Boards of Selectmen on rapid responses on social media as needed, while avoiding improper and illegal meetings and ensuring that rapid responses are accurate and reflect the will of the Board.

Additionally, this plan may also be applied to responses to the Rivereast News Bulletin. However, this policy recognizes that the Chairperson and Town Manager act as de facto spokespeople for this outlet, and as such, the rapid response plan is geared toward social media given that there is usually more time to craft responses to a weekly newspaper.

Policy Owner: The chairperson of the Hebron Board of Selectmen who, at any time, with a majority vote of three members of the Board, may decide to revise, execute or suspend policy. The chairperson of the Hebron Board of Selectmen is also responsible to, with a majority vote of three members of the Board, for assigning an individual primarily tasked with distributing any rapid response messaging on Facebook into targeted groups.

Rapid Response Best Practices: A rapid response on social media is not intended to change narratives or opinions; rather, rapid responses should be used to communicate noted facts quickly and effectively. Rapid responses are also not intended to engage in thorough conversation or repeated questions on social media. Rather, rapid responses should be used sparingly and in accordance with Board decisions already on record to combat misinformation and to greater explain the Board's reasoning to an audience that may not have attended meetings.

The other tenet of a rapid response plan is that it is rapid. This means that Boards of Selectmen must decide to entrust the decisions to a Board chairperson and their

¹ Pew Research Center. <https://www.pewresearch.org/journalism/fact-sheet/social-media-and-news-fact-sheet/>

designee to deliver messages in accordance with Board-approved decisions on record. This also ensures that no illegal meetings are held in violation of FOIA law. A rapid response cuts down on approval process and rests that power in the hands of the Board chair and their designee. Each new election should bring with it a review of this policy and discussion as to whether new members and chairs continue it, revise it, or remove it from Board policies and operations.

Process and Action Steps:

- **Upon the election of a new Board of Selectmen and new officers for the Board, this policy should be reviewed alongside other operating policies and agreed upon via majority vote (three members).**
- The Board Chair should then determine who the rapid response designee should be and who the contact person for the rapid response designee should be if the Board Chair is unavailable. (NOTE: This *may* be the Board Vice-Chair but does not have to be.)
- The Board chairperson, rapid response designee, and/or another member of the Board observes a post garnering multiple comments over a short period of time.
 - General guideline: Posts exceeding 50-60 comments over the course of 16-24 hours; OR, posts exceeding 15-30 comments on a sensitive topic (i.e. facilities, issues with concurrent media coverage)
- The Board chair and/or their designee, in conjunction with the Town Manager and/or their designee, draft a quick response that does the following:
 - Always begins with “On behalf of the Board of Selectmen...”
 - Explains a Board decision
 - Provides a reason why the decision was made
 - This may include providing a reason that was discussed; a link to further information on the town website; or a link to official town minutes and/or applicable policies
 - Encourages people to reach out to Town Manager or Board with any additional questions
- **Before distribution, the message will be distributed to the Town Manager and/or their designee for approval and a second fact check.**
- This response is then distributed to the Facebook group by the Board chair or their designee.
- **The final message will be distributed as correspondence from the Town Manager to all board members in concert with message distribution.**

This process does not include engaging in additional conversation and discussion. In alignment with social media best practices, these conversations are not

necessarily helpful, nor do they advance discourse. Additional questions should always be directed to the Town Manager's office or to the Board as a whole.

Appropriate Topics for Rapid Response Plan:

- Board decisions on town matters
 - These would include grant applications, construction projects in progress, CIP/Town budget questions, etc.
- Clarifying town policies that exist publicly and available for public viewing
 - Park policies, transfer station policies, etc.

Inappropriate Topics for Rapid Response Plan:

- Personnel matters
- Personal attacks on the Board of Selectmen or town staff
- Political issues (split Board votes based on party affiliation, etc.)
- Fire/Police/EMT incidents that occur in town
- Criminal matters (those crimes specifically impacting Town Offices and/or the Town of Hebron)

At any time, an individual Board member may request to review this policy and/or rapid response messages that were distributed during an open meeting to address concerns.

Adopted:

Version:

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
OCTOBER 10, 2024**

AWARD BID FOR PICKLEBALL COURTS FOR ST. PETER'S FIELD

The Town recently conducted an Invitation to Bid for the Pickleball Courts to be located at St. Peter's Field. Two bids were received:

Hinding Tennis, LLC of Branford, Connecticut \$115,775

Roma Construction, Inc. of Jewett City, Connecticut \$150,000

Attached is a recommendation from Craig Bryant, Parks & Recreation Director. As discussed earlier this evening, this project is to be funded through ARPA and the funding allocation is short by \$31,922 to award the construction contract. If additional funding is approved, the following motion is recommended.

Proposed Motion:

Move that the Hebron Board of Selectmen award the bid for the construction of the Pickleball Courts at St. Peter's Field to Hinding Tennis, LLC of Branford, Connecticut, in the amount of \$115,775, and authorize Andrew J. Tierney, Town Manager, to sign any necessary contract documents.

**TOWN OF HEBRON
PARKS AND RECREATION DEPARTMENT**

TO: Andrew Tierney, Town Manager
FROM: Craig Bryant, Parks and Recreation Director
DATE: October 3, 2024
RE: Pickleball Courts at St. Peter's Field – Bid No. 2025-01

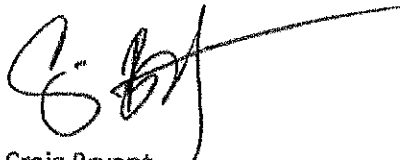
The Town received two bids for the construction of three pickleball courts, installation of fencing, and associated earthwork with final grading at St Peter's Field.

The bids received are as follows:

- Hinding Tennis LLC \$115,775
- Roma Construction Inc. \$150,000

Due to their vast experience and expertise with the construction of tennis and pickleball courts, I would recommend awarding the bid to Hinding Tennis LLC.

I would also request that the project receives an additional \$35,000 in from The American Rescue Plan (ARPA) fund to cover the engineering costs that were not previously accounted for in the final budget.



Craig Bryant
Parks and Recreation Director

**PICKLEBALL COURTS AT ST. PETER'S FIELD
TOWN OF HEBRON, CONNECTICUT
HEBRON BID No. 2025-01**

INVITATION TO BID

Sealed Bids for the **Pickleball Courts at St. Peter's Field** will be received by the **Town of Hebron** by hard copy at the Issuing Office until **10:00 AM** local time on **Friday, September 27, 2024**. Received Bids will be publicly opened and read aloud at this time. **The Project consists of the construction of three Pickleball courts, installation of fencing, and associated earthwork and final grading.** Bids will be received for a single prime Contract. Bids shall be a lump sum bid.

Bidding Documents are available for free download from the Project's bidding service webpage. To download Bidding Documents: go to the bidding service homepage listed below; select this project's solicitation; sign in and/or register as directed; and select the Bidding Documents for download. Notify the Issuing Office with questions in this regard. Digital ID is not required for this online bid.

Bidding service homepage: <http://www.bidexpress.com/businesses/27674/home>.

The Issuing Office is the **Office of the Town Manager, 15 Gilead Street, Hebron, Connecticut 06248**.

Printing Bidding Documents is the responsibility of the prospective Bidder. Printed copies will not be issued by the Town. Neither Owner nor Engineer will be responsible for Bidding Documents that differ from documents available from the Project's bidding service webpage.

A pre-bid conference will be held at **10:00 AM** local time on **Thursday, September 12, 2024, at the Hebron Town Office Building, 15 Gilead Street, Hebron, CT 06248**. Pre-bid conference attendance is encouraged but is not mandatory.

Bid Bond is not required. The bidder agrees that its bid shall be good, capable of being accepted, and may not be withdrawn for a period of thirty [30] days, Saturdays, Sundays and legal holidays excluded, after the opening of bids.

A Performance Bond is required and, if the contract is equal or greater than \$100,000, a Payment Bonds is required. Each bond shall be in the amount equal to the Contract Price.

Federal Wage Determinations (Davis-Bacon Act) are applicable to this Federal-Aid contract. During the bid advertisement period, it is the bidder's responsibility to obtain the latest Federal wage rates from the US Department of Labor website, as may be revised 10 days prior to bid opening. If the Bidder's lump sum bid exceeds \$100,000, the Bidder shall comply with the requirements of Prevailing Wage Rate Laws in accordance with Section 31-53 of the Connecticut General Statutes. If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

The Owner is exempt from payment of Sales and Use Taxes on all materials and equipment to be permanently incorporated in the Work. These taxes shall not be included in the Bid.

The Town reserves the right to waive any technical defects in the bids; to reject bids which do not conform to the terms and conditions described in the specifications; to reject any, any part of, or all bids; to waive informalities or irregularities in the bidding process; and to accept that bid which the Town deems to be in its best interest, whether or not it is the lowest dollar proposed.

All work to be performed in connection with the proposed project will be subject to all applicable federal, state, and local laws, ordinances and regulations.

If the Town determines, in its sole discretion, to proceed with the work, the successful bidder must execute and deliver the Contract for Construction of a Small Project and furnish a valid Certificate of Insurance with full policies to the Town prior to the start of any work.

It is the responsibility of the bidder to ensure that it has received any and all addendums to this Invitation to Bid prior to submitting a bid.

This Invitation to Bid is not binding on the Town.

The Town reserves the right to revise or amend the plans and specifications from time to time as it deems necessary.

This Invitation to Bid has been prepared solely to solicit bids and does not constitute a contract offer.

The Town reserves the right to amend, cancel, postpone, withdraw, or resubmit this Invitation for Bid at any time if it is in the best interest of the Town to do so.

The Town is an Affirmative Action/Equal Opportunity Employer. Minority/Women Business Enterprises are encouraged to apply.

Owner: Town of Hebron, Connecticut

+ + END OF INVITATION TO BID + +

Response to RFP



Presented By:

Hinding Tennis, LLC
57 East Industrial Road
Branford, CT 06405
203.285.3055 ofc
203.410.6090 cell



*An Affirmative Action
Equal Opportunity Employer*

PROJECT ID: HEBRON BID No. 2025-01

Response Due: September 27, 2024 10:00 AM

Office of the Town Manager
15 Gilead Street
Hebron, CT 06248

CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Hebron (Owner) and
Hinding Tennis LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. ***Pickleball Courts at St. Peter's Field which includes construction of three Pickleball courts, installation of fencing, and associated earthwork and final grading.***
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located ***at 70 Church Street, Hebron, CT.***

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

EJCDC® C-522, Contract for Construction of a Small Project.

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and American Society of Civil Engineers. All rights reserved. Page 1 of 19

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2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond if Contract is equal or greater than \$100,000.
4. Specifications listed in the Table of Contents.
- ~~5. Drawings as listed on the Drawing Sheet Index.~~
6. Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
NA	
_____	_____
_____	_____
_____	_____

7. Exhibits to this Contract (enumerated as follows):
 - a. **Contract Drawings titled: Pickleball Courts, St. Peter’s Field, Phase I, Town of Hebron, dated July 2024, Sheets 1 through 8.**
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.
 - d. *Notice to Proceed.*

B. The following documents are to be submitted with this Contract and made a condition of this Bid, but are not considered Contract Documents:

1. **Non-Collusion Affidavit Form**

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **Nathan L. Jacobson & Associates, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within **60** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following lump sum price for the of Work completed:

Lump Sum Bid Price	\$ 115,775.00
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Bidder acknowledges that the lump sum bid price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit.

ARTICLE 6 - BONDS AND INSURANCE



ALTERNATE: Post Tension Concrete with 20 year warranty
\$195,000.00



6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and, ***if the contract is equal or greater than \$100,000***, a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 100,000
Bodily Injury By Disease, each Employee	\$ 100,000
Bodily Injury/Disease Aggregate	\$ 500,000
Foreign Voluntary Worker Compensation	Statutory

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
c. Automobile Liability herein:	
Combined Single Limit of:	\$ 1,000,000
d. Excess or Umbrella Liability:	
Per Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

B. Additional Insureds:

Owner: Town of Hebron

Engineer: Nathan L. Jacobson & Associates, Inc.

- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least **30** days prior written notice has been given to the insured and additional insured.
- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for

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the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. ***Owner is exempt from payment of sales and compensating use taxes of the State of Connecticut and of cities and counties thereof on all materials to be incorporated into the Work.***
 1. ***Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.***
 2. ***Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.***
 3. ***The Contractor may be exempt from payment of Federal Transportation Taxes in accordance with the provisions of Revenue Ruling 55-162 which exempts a state or***

political subdivision thereof from the Federal Transportation Tax on construction materials consigned to construction projects. Therefore, the Contractor will be authorized to consign to the Owner in care of the Contractor any materials for shipment to the site which will be incorporated in the Work.

4. *The Federal Transportation Tax exemption applies only to construction materials and does not cover any transportation tax on fuel, lubricants, spare parts, and items of construction equipment belonging to the Contractor which will not be incorporated in the Work. The Contractor shall pay all transportation costs and demurrage which may be incurred in connection with the furnishing of all materials to the Project.*
5. *The consignment authority as granted by the Owner is to the Contractor. Should the Contractor employ Subcontractors and others who furnish construction materials which are to be incorporated in the Work, it will be necessary for the Contractor to authorize the consignment of such materials to the Owner in care of the Contractor, for shipment to the site. The Contractor shall be held responsible for the extension of this consignment authority.*

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any **misconduct**, negligent act, or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall **attempt to resolve the dispute by arbitration** ~~give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction~~ unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

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15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, 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.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; 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 reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. 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.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

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

OWNER:

Town of Hebron, Connecticut

By: Andrew J. Tierney

Title: Town Manager

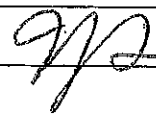
Attest: _____

Title: _____

Address for giving notices:

CONTRACTOR:

Hinding Tennis LLC

By: Thomas Hinding 

Title: Owner

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

Attest: Emily Hayes 

Title: Executive Assistant

Address for giving notices:

57 E Industrial Rd

Branford, CT 06405

Contact Name: Brent Boemmels

Telephone

Number: 203-525-9052

Contact e-mail

address brent@hindingtennis.com

License No.: CT HIC 0574832

(where applicable)

(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 Contract.)

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Connecticut }

}SS. Brantford

County of Newtown }

Thomas Hinding, being first duly sworn, deposes and says that:

(1) He is owner of Hinding Tennis LLC, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **Town of Hebron, Connecticut** (Owner) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(6) He acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

(Signed) [Signature]
owner
(Title)

Subscribed and sworn to before me

this 26th day of September, 2024

[Signature]
Executive Assistant
(Title)

EMILY B. HAYES
NOTARY PUBLIC OF CONNECTICUT
Comm # 175949

My Commission Expires My Commission Expires 3/31/28

Hebron Code of Ethics

Effective November 5, 2019

I. Persons Governed by this Code

This code shall apply to all Town officials, officers and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time or part time, paid or unpaid and shall hereinafter be referred to collectively as "persons governed by this code."

II. Purpose

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

III. Definitions

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. **Conflict of Interest:** A conflict between one's obligation to the public good and one's self-interest.
- B. **Financial Interest:** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.
- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However a gift shall not include political contributions made in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren), parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.

- E. ***Independent Contractor:*** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. ***Personal Interest:*** Any non-monetary benefit, special consideration, treatment or advantage accruing to persons governed by this code which is not equally available to the general public.

IV. **Conflicts of Interest**

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

V. **Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

VI. Gifts

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

VII. Use of Town Assets

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

VIII. Use of Confidential Information

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

CERTIFICATES OF COMPLIANCE

CERTIFICATE OF DEBARMENT / SUSPENSION

The Contractor, Hinding Tennis LLC
(Print business name of Contractor above)

certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor must attach an explanation to this submittal.

The Contractor, Hinding Tennis LLC
(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

[Signature]
Signature of Authorized Official

Thomas Hinding
Print Name of Authorized Official

owner
Print Title of Authorized Official

9/26/24
Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUB-TIER CONTRACTOR THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

CERTIFICATION REGARDING LOBBYING BY CONTRACTOR

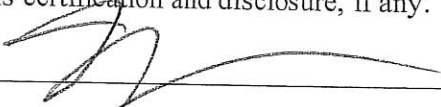
Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned *Contractor* certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subContractors must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The *Contractor*, Handing Tennis LLC
(Print business name of Contractor above)

certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Authorized Official

Thomas Handing

Print Name of Authorized Official

owner

Print Title of Authorized Official

9/26/24

Date

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION REGARDING PROCUREMENT OF RECOVERED MATERIALS

Pursuant to the procurement requirements of Section 6002 of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 the Contractor, Thomas Hinding Tennis LLC
(Print business name of Contractor above)

shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

The undersigned Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247. The undersigned Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Signature of Authorized Official

Thomas Hinding

Print Name of Authorized Official

owner

Print Title of Authorized Official

9/26/24

Date

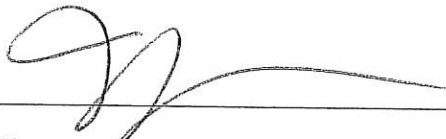
**CERTIFICATION REGARDING PROHIBITION ON
CERTAIN TELECOMMUNICATIONS AND
VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Pursuant to Public Law 115-232, section 889, the undersigned Contractor,

Handing Tennis LLC

(Print business name of Contractor above)

certifies, by submission of this document that the contract (or any extension or renewal) does not contain covered telecommunications equipment. The Owner is prohibited to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).



Signature of Authorized Official

The owner Handing

Print Name of Authorized Official

owner

Print Title of Authorized Official

9/26/24

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hollis D. Segur Inc. 10 Research Pkwy, Ste. 400 Wallingford, CT 06492	CONTACT NAME: Kristin Tyimok		
	PHONE (A/C, No, Ext): (203) 699-4527	FAX (A/C, No):	
E-MAIL ADDRESS: kjt@hdsegur.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Hinding Tennis LLC 57 E Industrial Road Branford, CT 06405	INSURER A: Selective Insurance Company of South Carolina		19259
	INSURER B: Selective Insurance Company of America		12572
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			S2153828	4/8/2024	4/8/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			S2153828	4/8/2024	4/8/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			S2153828	4/8/2024	4/8/2025	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			WC9058572	4/8/2024	4/8/2025	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

CERTIFICATE HOLDER

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



57 E Industrial Road
Branford, CT 06405

(203) 285-3055

FIRM PROFILE

Bidder's Qualifications

Name of Bidder

Hinding Tennis, LLC
57 E Industrial Road
Branford, CT 06405

Primary Contact:

Thomas Hinding, Owner
(203)410-6090
tom@hindingtennis.com

Phone – (203)285-3055

Fax – (203)285+3033

Web – www.hindingtennis.com

Tax Identification No.

06-1610476

Established

Hinding Tennis was formed in 1994

Annual Volume

\$4,200,000.00

General Character of Work Performed

Athletic Surface Construction, Maintenance and Repair. Athletic Facility Equipment Installation and Repair.

Licenses and Certifications

CT HIC LICENSE # 0574832

Member American Sports Builder Association

Member Post Tension Institute

Certified Tennis Court Builder on Staff

Business References

Segmark Solutions	Joe Watson	5 River Road – Wilton, CT	(203)563-92121
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California Products	Tom Magner	150 Dascomb Road – Andover, MA	(800)225-1141
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Puterman Athletics	Chris Allen	3834 Oakley Avenue S. Chicago IL	(727)215-1297
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Banking Reference:

Key Bank , Kristen Kilbride	724 Boston Post Road, Madison, CT	(203)245-7355
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**Insurance & Bonding: SELECTIVE
INSURANCE**

Certificate of Insurance Attached

AGENT:

Michael Abacherli

Account Executive

H. D. Segur Insurance

156 Knotter Drive

Cheshire CT 06410

800 336 4496

203 699 4519 Direct Line

203 206 8282 Cell

203 271 2992 Fax

Key Personnel

Owner Thomas Hinding

After Graduating from Springfield College in 1991, I worked for the Copeland Family in Albany, NY. After 2 years of learning about latex coatings for asphalt and acrylic coatings for Tennis and Basketball courts, I decided to take my career path down to CT. and begin building Recreational Courts. I formed a great team early on and I am proud to say that I retain 95% of my work force year after year.

I have been involved in some of the most prestigious jobs not only in the Northeast, but around the World. My Customers include the Tennis Hall of Fame, Newport, RI, Chelsea Piers, The National Tennis Center, Havana, Cuba, The United Nations International School, NYC, Davis Cups, Madison Square Garden and Thousands of Residential courts.

I am always on top of new innovations in the industry, I have patented 3 different tennis products, one crack repair and 2 cushion courts, I consistently stay on top of new technologies and 5 years ago when I saw that the industry was changing to Post Tension here in the Northeast, I quickly got on board and began researching and learning about PT. Today, I have completed over 55 PT courts and now do everything in house from start to finish on construction jobs.

In 2011 I was awarded the 10 and under **Tennis Contractor of the Year** for my dedication and effort into growing and promoting the game of tennis.

Vincent Rapuano – Director of Sales and Project Operations, Hinding Tennis, LLC

Vin has been involved with Hinding Tennis as a sales manager for 4 years. He is my right hand man and has the ability to multi-task as good as anyone. Vin travels NY and CT throughout the day and he is always close by to offer assistance in any way he can. He won't be on-site from day to day, but he will be involved in the daily operations from a remote location and is available anytime any moment and can provide quality insight to every job.

Angel Santiago – Crew Foreman, Hinding Tennis, LLC

Angel holds a *Level 1 Field Certified (Unbonded Post-Tensioning)*. He has been building and resurfacing courts for 6 years. Angel has been in the construction business for 15 years and is well adverse in the design and building of tennis courts. He is a problem solver and knows all aspects of the industry from construction to repair to coating.

Level I Cert ID: 01390873

Jeff Dunn – On-Site Foreman, Hinding Tennis, LLC

Jeff has been "Playing with the Dirt" for 33 years. An on-site field specialist in the field of "On-Ground Slabs", Jeff has the knowledge and ability to perform any task and delivers on time with every job he is involved with. Jeff runs our 7 daily crews he will be on site 3-4 days a week and will be actively involved in the

construction and making sure deadlines are successfully achieved. He is an expert Operator and can run an excavator, shoot grades, layout and is fully acclimated to the new technology of Dual Mas Laser Grading.

Meg Clinton – Director of Finance and Administration, Hinding Tennis, LLC

Meg joined Hinding Tennis in 2015 and handles all aspects of our daily operations and scheduling. She has over 15 years of experience in finance and business operations and is a Human Resource Specialist. Throughout the course of the project Meg will handle all of the weekly reporting, scheduling, procurement and delivery. Meg will also administer all aspects of onsite personnel work-logs and payroll.

Eddie Cruz – Crew Foreman, Hinding Tennis, LLC

Eddie spent 19 days on site with Dave Lasota last year helping the NTC out and having only 19 days to get 4 courts ready for play. There were many of long days spent on the job site last year. Eddie brings his endurance and quality workmanship to the job site each and everyday. Eddie is a specialist in “squeegeeing” Acrylic Coatings, Many of you had the on site experience of seeing his quality workmanship last year. Eddie will spend the

Mark Biolzi – Crew Foreman, Hinding Tennis LLC

Mark has been with Hinding Tennis for since inception. With over 22 years experience in the industry Mark’s superior skill and attention to detail ensures that every single project he works on runs seamlessly and exceeds all expectations. Mark has played a lead roll in all of Hinding’s notable work. He is a true asset to our team.

Hinding staffs an additional 25 to 35 experienced laborers throughout our season. Hinding is confident to ensure timely completion.



Hinding Tennis Courts, LLC • 24 Spring Street • West Haven, CT 06516 • p 203-285-3055

AFFIRMATIVE ACTION POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of **Hinding Tennis, LLC** and all contractors and subcontractors who do business with this Company to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. **Hinding Tennis, LLC** will continue to take Affirmative Action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, mental disorder (present or past history thereof), age, physical disability (but not limited to blindness), marital status, mental retardation, and criminal record. Such action includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. **Hinding Tennis, LLC**, and its subcontractors will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

The principles of Affirmative Action are addressed in the 13th, 14th, and 15th Amendments of the United States Constitution, Civil Rights Act of 1866, 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 I, Sections 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(1)), definition of Physically Disabled (46a-51(15)), definition of Mentally Retarded (46a-51(13)), cooperation with the Commission on Human Rights and Opportunities (46 - 77), Sexual Harassment (46a-60(a)-8), Connecticut Credit Discrimination Law (36-436 through 439), Title I of the State and Local Fiscal Assistance Act of 1972.

This Affirmative Action Policy Statement re-affirms my personal commitment to the principles of Equal Employment Opportunity.

3/24/17

DATE

Signature of Authorized Signer

Sworn to and Subscribed before me
this 24th day of March, 2017

Notary Public
Commission Expires 10/31/2019

www.HindingTennis.com





Hinding Tennis, LLC
57 E Industrial Road
Branford, CT 06405
(203) 285-3055

Statement of Bidder's References

High School, Cheshire, CT

Contact Information

Bob Ceccolini
Director Brookfield Parks & Recreation
Director of Parks and Recreation
Cheshire, CT
(203) 272-2743

Scope of Work Performed

Installation of 6 New Post Tension Courts. With Qualipur 152 sand primer and Laykold Color System.
Cheshire, CT





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57 E Industrial Road
Branford, CT 06405
(203) 285-3055

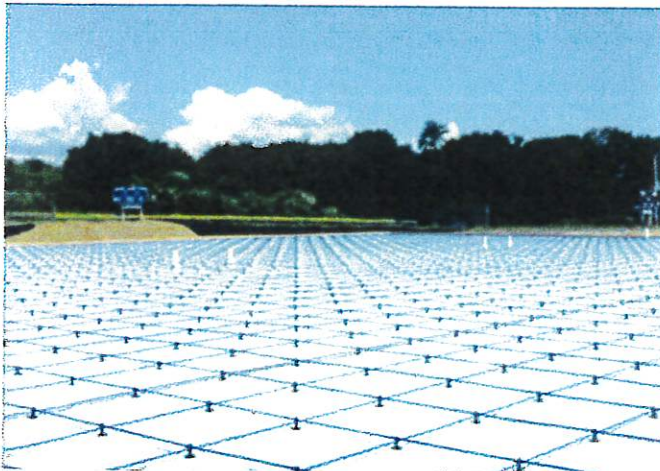
High School, New Canaan, CT

Contact Information

Steve Benko
(203) 594-3605

Scope of Work Performed

Installation of 7 New Post Tension Courts with California Products Ti-Coat and Coatings.
New Canaan, CT





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57 E Industrial Road
Branford, CT 06405
(203) 285-3055

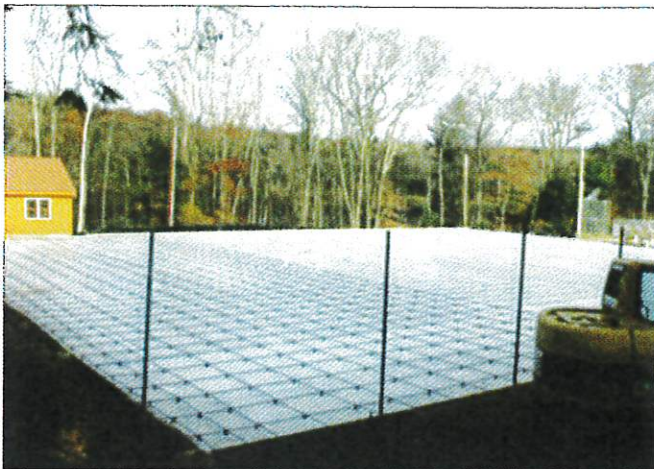
Camp Wah-nee, Torrington, CT

Contact Information

David Stricker
(516) 483-7272

Scope of Work Performed

Installation of 6 Post Tension Tennis Court and 1 Basketball Court with California Products Ti-Coat and Coatings.
Torrington, CT.





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Branford, CT 06405
(203) 285-3055

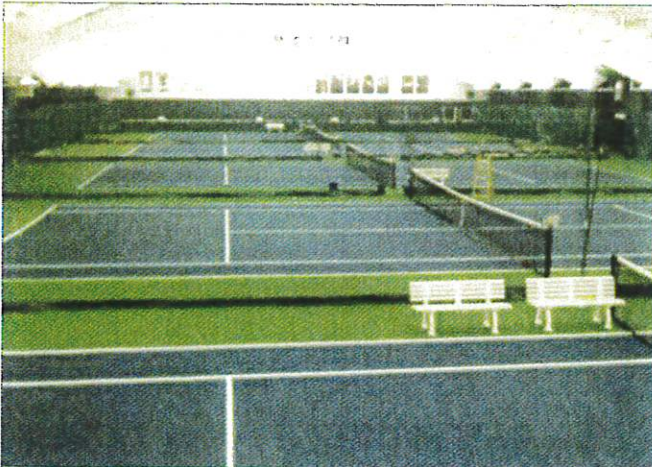
Chelsea Piers, Stamford, CT

Contact Information

Gigi Fernandez
(203) 989-1000

Scope of Work Performed

Installation of Cushion Extreme Rubber Coating and California Coatings over reinforced concrete- Indoor Job.
Stamford, CT





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Branford, CT 06405
(203) 285-3055

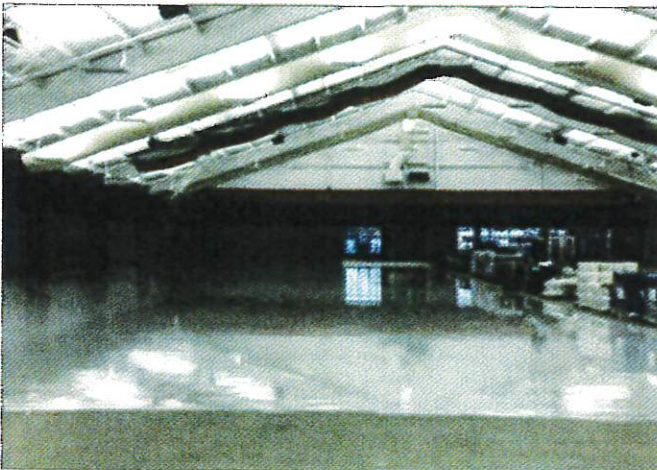
Kingswood Oxford School, West Hartford, CT

Contact Information

Larry Marciano
(860) 233-9631

Scope of Work Performed

Installation of Qualipur 172 product and Bond Coat with Laykolds Color System over reinforced concrete - Indoor Job.
West Hartford, CT



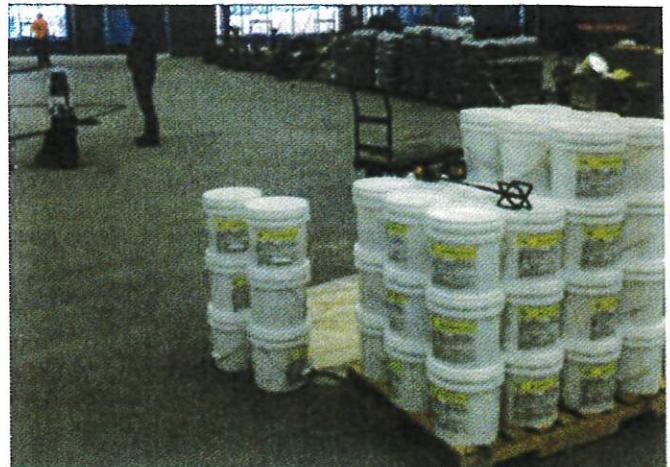
Qualipur Process at Kingswood Oxford

Contact Information

Larry Marciano

Scope of Work Performed

Seven Crew Members Applying the Qualipur Process at Kingswood Oxford. Hinding Tennis is a certified installer of this product through APT. The inventor of the product was onsite during this project, giving Hinding Tennis an A+ in all aspects of application.





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(203) 285-3055

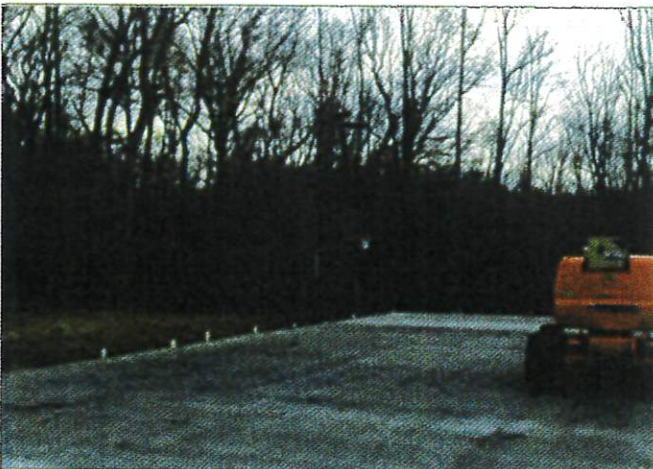
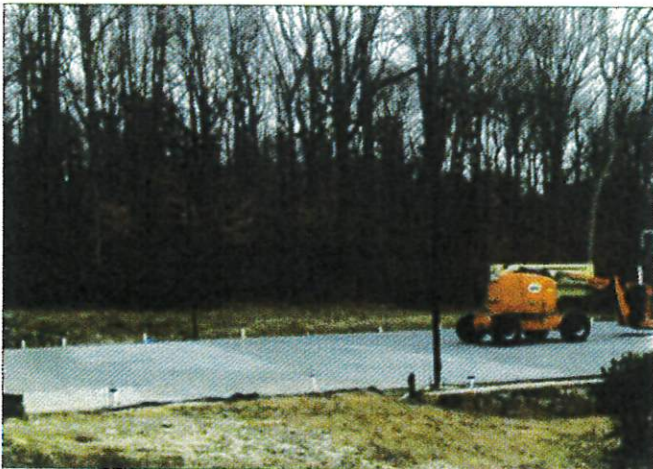
Private Residence, Madison, CT

Contact Information

Andrew Duffy
(203) 980-7059

Scope of Work Performed

Installation of Post Tension Concrete Tennis Court (Coatings to be done in April 2017) .
Madison, CT.





Hinding Tennis, LLC
57 E Industrial Road
Branford, CT 06405
(203) 285-3055

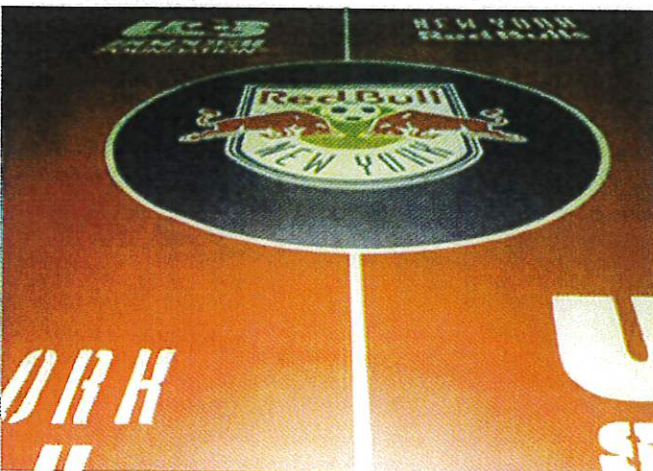
Red Bull, Hoboken, NJ and Valley Stream, NY

Contact Information

David Mongon
M7/MetroGrass
3134 Route 82
Verbank, NY 12585
(914) 497-4646

Scope of Work Performed

Installation of Qualipur 152 and Laykolds Color System over reinforced Concrete.





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(203) 285-3055

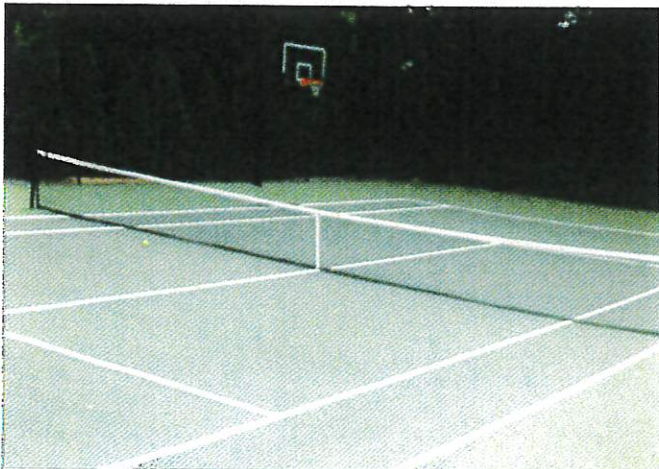
Private Residence, Rye, NY

Contact Information

Herb Subin
212-285-3800

Scope of Work Performed

Installation of Post Tension Concrete Court and Deco Turf Rubber System with Ti-Coat.
Rye, NY





Hinding Tennis, LLC
57 E Industrial Road
Branford, CT 06405
(203) 285-3055

Private Residence, Greenwich, CT

Contact Information

Michael Varshinsky
(203) 550-2525

Scope of Work Performed

Installation of reinforced Concrete with Qualipur 152 Primer, Cushion Extreme Deco System.
Greenwich, CT.





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(203) 285-3055

National Tennis Center – Havana, Cuba

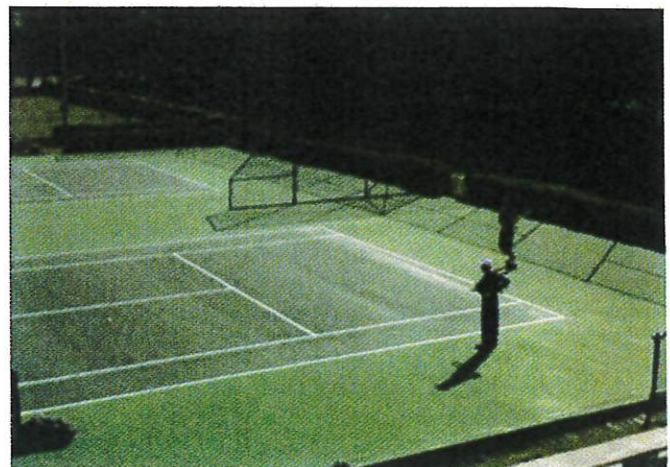
Contact Information

Jake Anga
Kids on the Ball
South Burlington, VT
(802) 503-7597

Scope of Work Performed

Rebuilding 10 Tennis Courts- Havana CUBA

Hinding Tennis became the 1st contractor to work in Cuba since the Eisenhower Administration. The project consisted of 10 Premier Courts from California Products. We had to stripe 5he coatings off and patch the existing sub-strate. After installation of the Premier Mats, we colored the courts with a two Tone Green Color system using Deco paint. The \$600,000 job was projected to take 21 days and we met all time lines and completion dates.



REFERENCES



United Nations International School
New York, NY



Westport, CT



Chelsea Piers, Stamford, CT



If you can play on it, we can build it.

Official 10 and Under Tennis
Court Installer

24 Spring Street
West Haven, CT 06516
203-285-3055
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COLLEGE

COLLEGE	CITY, STATE	CONTACT	PHONE	SERVICE PERFORMED
Mitchell College	New London, CT	Bernadette Macca	860-701-5058	(4) Tennis Courts Reconstruction Project
US Coast Guard	New London, CT	Garrett Starainic	860-701-6324	(3) Tennis Court New Construction
Univ of Rhode Island	Kingston, RI	Valerie A. Villucci	401-874-2867	(8) New DecoTurf Tennis Courts
Drew University	Madison, NJ	Patil Smith	973-408-3510	Resurface & RiteWay (8) Tennis Courts
University of Connecticut	Storrs, CT	Evan Feinglass	860-426-1258	Resurface (6) Tennis Courts
P.S. 234	Brooklyn, NY	Magda Lenski	212-233-6034	10,500 sq ft Deco Acrylotex

HOA

Timber Ridge	Mt. Kisco, NY	Bonnie Haber	516-625-9696	(1) Tennis Court Crack Repair & Coloring
Doral Farms	Stamford, CT	John Sullivan	203-967-8337	(2) Tennis Court Crack Repair & Coloring
Oakdale Woods	Wallingford, CT	Al Paolillo	203-671-7366	Resurface & RiteWay Crack Repair to (1) Tennis Court
Hale Farms Condominiums	Glastonbury, CT	Lisa Pericelosi	860-218-3050	Resurface (2) Tennis Courts

RESIDENTIAL

Stovell	Fairfield, CT	Helen	203-255-6824	(1) Installation of PC 300 Overlay Cushion Court
Varshinsky	Greenwich, CT	Michael	203-550-2525	(1) Tennis Court Cushion Extreme
Smith	Dedham, MA	Tina	617-823-5600	(1) Tennis Court Cushion Extreme

INDOOR CLUBS

Gulford Racquet Club	Gulford, CT	Sarah Boone	203-453-4367	(6) Cushion Extreme Tennis Courts
Chelsea Piers	Stamford, CT	Gigi Fernandez	203-999-1000	(7) Tennis Court Cushion Extreme & (2) 10 & Under Courts
Bennington Tennis Center	Bennington, VT	Richard Ader	212-581-4540	(3) Tennis Courts (2) 10 & Under, New Cushion Extreme
Longwood Covered Courts	Chestnut Hill, MA	Dick Sabin	617-566-9066	(2) Tennis Courts Cushion Extreme
New York Sports Club	Brooklyn, NY	Michael Phillips	718-643-4800	(2) Rooftop Tennis Courts Cushion Extreme
Manhattan Plaza Racquet Club	New York, NY	Skip Hartman	917-881-0489	Installation of 5 Cushion Extreme Courts
Mil Basin Health & Racquet Club	Brooklyn, NY	Billy Kruse	908-591-5444	Installation of 6 Cushion Extreme Courts

MUNICIPALITY

City of New Haven	New Haven, CT	David Muser	203-946-8201	(7) Tennis and (4) 36' 10 & Under Courts Reconstructed
NYC Parks Dept	New York, NY	George Kroener	718-760-6731	Multiple Locations Painted Games, Running Tracks
Town of Guilford	Gulford, CT	Rick Maynard	203-453-8068	Multiple Courts New Construction, Crack Repair and Coloring
Town of New Milford	New Milford, CT	Don Calhoun	860-355-6050	(2) Tennis and (2) Basketball Reconstruction
Town of Craskill	New Jersey	Steve at SCS	201-563-9117	(2) Basketball Court Resurfacing
Town of Oakland	New Jersey	Dave Simin	201-327-1002	(6) Tennis Court Resurfacing
Town of New Canaan	New Canaan, CT	Steve Benko	203-594-3605	(7) New Post Tensioned Tennis Courts
Town of Manchester	Manchester, CT	Ken Longo	860-463-3512	(2) Basketball Court Resurfacing
Town of Brookfield	Brookfield, CT	Dennis DiPinto	203-480-4273	Multiple locations, Tennis and Basketball Construction & Resurfacing
Town of Canton	Canton, CT	Josh Medeiros	860-912-6331	Resurfacing (4) Tennis Courts and (2) Basketball Courts
Juniper Park Middle Village	Queens, NY	Maisha Warren	914-872-5605	USTA Community Development: (8) Tennis Courts Resurfacing and 10 & Under Court Conversion and Line Striping

NOTABLE CLIENTS

Tennis Hall of Fame	Newport, RI	Mary Rompf	401-849-4777	(3) Tennis Courts Resurfacing
Boston Lobsters	Manchester, MA	Darlene Hayes	508-435-2023	(1) Tennis Court Paint for WTT Competition
Nike		Pari Salkia	212-239-0904	Coating of the Famed Rucker Park.
Regis Philbin	Greenwich, CT			(1) Tennis Court Resurfacing
Tommy Hilfiger	Greenwich, CT			(1) Tennis Court New Construction

CAMPS

Camp Wahnee	Torrington, CT	Dave Stricker	516-946-4248	Wahnee Rd. New Construction, Crack Repair and Coloring
Greenwood Trails	Winsted, CT	Adam Langbart	516-483-7272	Multiple Locations New Construction, Crack Repair and Coloring
Ebner Camps	Banton, CT	Kevin Ebner	860-379-4050	Multiple Locations New Construction, Crack Repair and Coloring
Winding Trails	Farmington, CT	Scott Brown	860-677-8458	(4) Tennis and (3) Basketball Courts Crack Repair and Coloring

TENNIS AND COUNTRY CLUBS

The Stanwick Club	Greenwich, CT	Scott Niven	203-860-1812	New Cart Path Painting
Village Club of Sands Pt.	Sands Point, NY	Ed Ronan	516-322-4378	(5) Court Resurfacing & Crack Repair, Har Tru Courts
Manchester Athletic Club	Manchester, MA	Keith Callahan	978-526-8900	(10) Tennis Courts Resurfaced with DecoTurf
Saw Mill Club	Mt. Kisco, NY	Kevin Kane	914-403-7053	(13) DecoTurf Courts
Pleasantville Tennis Club	Pleasantville, NY	MarieLise Watts	914-837-0185	Construction of New Har Tru Court

WARRANTIES

Hinding Tennis stands behind their workmanship. All of our work comes standard with limited warranties. Below is list of the work that is guaranteed and what you can expect from us.



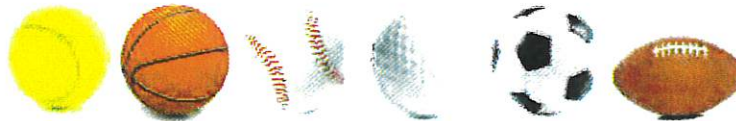
Riteway Crack Repair — This repair method is a more permanent repair. Its exclusive technology is state of the art - there is no other repair that has the long term effects as the Riteway System. We have seen this repair last for up to 10 years without cracks returning. We do guarantee the existing cracks for two (2) years. We cannot however guarantee against new cracks forming in a new location. *No Dead Spots, Hollow Sounds or Bubbles.*



Performance Court & Cushion Extreme — This repair method is the most recommended for the cost. This unique overlay system will cover the entire court and is guaranteed for 3 years. This system will cost you a bit more money than the Riteway Crack Repair, however, not only does this system guarantee the entire court, it offers a “cushioned” feel to the court, which is easier on the body/joints, and players often say they can play longer and feel better afterwards. The warranty does not cover any sub surface or drainage issues, unless we have built the court for you. If you want a guarantee for the entire court, this method is your best option.

Standard Color Coating, DecoTurf Cushion, New Court Construction — These particular installation methods are considered our “standard” methods. This workmanship comes with a 1 year warranty. The warranty covers any peeling, chipping or fading of the acrylic coatings. On new courts, we strongly recommend saw cuts in the asphalt. We cannot guarantee against cracks forming, however, we can guarantee that we will install the best possible base and drainage to help prevent from future cracking. Post Tension Concrete slabs is the only method that is guaranteed from cracking for up to 10 years.

Optional Crack Filling — This typically is a temporary quick crack fix and thus makes your courts safe and playable. There is NO WARRANTY on this workmanship. In fact, we can guarantee that the cracks we fill will most likely open up within 6 months to 1 year. *Other than price consideration, Hinding Tennis does not recommend this crack repair method.*



None of our warranties are covered by acts of god, excessive wind storms, vandalism or vehicular traffic. Trees and roots that may fall or enter onto the court are also not warranted. If the court is not properly maintained or serviced over the years, the warranty may be voided. The warranty does not cover drainage issues, sub surface issues or settling issues. Unless we have built the court new for you, we do not know how the court was originally constructed and thus it would be impossible for us to guarantee someone else's work.

When choosing your contractor, make sure you read through their warranty policy; many contractors offer up to 25-year warranties, however these warranties are only as good as the paper they are written on. Any warranty that is longer than 5 years is simply not possible and I can guarantee the contractor will find ways around it if you have an issue. At Hinding Tennis, we will do our best to work with you even when your warranty is no longer valid, because it is the Hinding Tennis reputation on the line.



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CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Hebron (Owner) and
Roma Construction, Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. ***Pickleball Courts at St. Peter's Field which includes construction of three Pickleball courts, installation of fencing, and associated earthwork and final grading.***
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located ***at 70 Church Street, Hebron, CT.***

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

EJCDC® C-522, Contract for Construction of a Small Project.

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00 41 43-1

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

- 1. This Contract.
- 2. Performance bond.
- 3. Payment bond if Contract is equal or greater than \$100,000.
- 4. Specifications listed in the Table of Contents.
- 5. ~~Drawings as listed on the Drawing Sheet Index~~

6. Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____

7. Exhibits to this Contract (enumerated as follows):

- a. **Contract Drawings titled: Pickleball Courts, St. Peter’s Field, Phase I, Town of Hebron, dated July 2024, Sheets 1 through 8.**
- 8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EICDC C-940).
 - b. Change Orders (EICDC C-941).
 - c. Field Orders.
 - d. **Notice to Proceed.**

B. *The following documents are to be submitted with this Contract and made a condition of this Bid, but are not considered Contract Documents:*

- 1. **Non-Collusion Affidavit Form**

ARTICLE 3 - ENGINEER

3.01 Engineer

A. The Engineer for this Project is **Nathan L. Jacobson & Associates, Inc.**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within **60** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$100 for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the following lump sum price for the of Work completed:

Lump Sum Bid Price	\$ 150,000.00
--------------------	---------------

Bidder acknowledges that the lump sum bid price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and, *if the contract is equal or greater than \$100,000*, a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

State:	Statutory
Employer's Liability:	
Bodily Injury, each Accident	\$ 100,000
Bodily Injury By Disease, each Employee	\$ 100,000
Bodily Injury/Disease Aggregate	\$ 500,000
Foreign Voluntary Worker Compensation	Statutory

- b. Commercial General Liability:

General Aggregate	\$ 2,000,000
Products - Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage)	\$ <u>1,000,000</u>
c. Automobile Liability herein:	
Combined Single Limit of:	\$ <u>1,000,000</u>
d. Excess or Umbrella Liability:	
Per Occurrence	\$ <u>2,000,000</u>
General Aggregate	\$ <u>2,000,000</u>

B. Additional Insureds:

Owner: Town of Hebron

Engineer: Nathan L. Jacobson & Associates, Inc.

- C. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least **30** days prior written notice has been given to the insured and additional insured.
- D. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
1. Products and completed operations coverage maintained for three years after final payment;
 2. Blanket contractual liability coverage to the extent permitted by law;
 3. Broad form property damage coverage; and
 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- F. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.
1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- G. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
 - H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
 - I. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for

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the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.
- D. ***Owner is exempt from payment of sales and compensating use taxes of the State of Connecticut and of cities and counties thereof on all materials to be incorporated into the Work.***
 - 1. ***Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.***
 - 2. ***Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.***
 - 3. ***The Contractor may be exempt from payment of Federal Transportation Taxes in accordance with the provisions of Revenue Ruling 55-162 which exempts a state or***

political subdivision thereof from the Federal Transportation Tax on construction materials consigned to construction projects. Therefore, the Contractor will be authorized to consign to the Owner in care of the Contractor any materials for shipment to the site which will be incorporated in the Work.

4. *The Federal Transportation Tax exemption applies only to construction materials and does not cover any transportation tax on fuel, lubricants, spare parts, and items of construction equipment belonging to the Contractor which will not be incorporated in the Work. The Contractor shall pay all transportation costs and demurrage which may be incurred in connection with the furnishing of all materials to the Project.*
5. *The consignment authority as granted by the Owner is to the Contractor. Should the Contractor employ Subcontractors and others who furnish construction materials which are to be incorporated in the Work, it will be necessary for the Contractor to authorize the consignment of such materials to the Owner in care of the Contractor, for shipment to the site. The Contractor shall be held responsible for the extension of this consignment authority.*

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 1. All persons on the Site or who may be affected by the Work;
 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any **misconduct**, negligent act, or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.

- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 1. Review the subsurface or physical condition in question;
 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 3. Determine whether the condition falls within the differing site condition as stated herein;
 4. Obtain any pertinent cost or schedule information from Contractor;
 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.

- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall **attempt to resolve the dispute by arbitration** ~~give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction~~ unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- ~~A. Contractor shall ensure that the Work is not defective.~~
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain 5% of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will make an inspection of the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

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15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such

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suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, 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.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; 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 reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. 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.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

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

OWNER:

Town of Hebron, Connecticut

By: Andrew J. Tierney

Title: Town Manager

CONTRACTOR:

Roma Construction, Inc.

By: 

Title: Pasquale Camputaro, Jr.
President

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

Attest: _____

Title: _____

Address for giving notices:

Attest: _____

Title: _____

Address for giving notices:
630 Plainfield Road
Jewett City, CT 06351

Contact Name: Cale Carnot

Telephone

Number: 860-996-8766

Contact e-mail
address

ccarnot@romaconst.com

License No.: _____

(where applicable)

(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 Contract.)

MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING (HYBRID)
TOWN OFFICE BUILDING – 15 GILEAD STREET**

Board of Selectmen Regular Meeting
 October 24, 2024, 7:00 PM (America/New York)
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Thursday, October 24, 2024

7:00 p.m.

AGENDA

Time Guideline	
7:00 p.m.	1. CALL TO ORDER
7:00 p.m.	2. PLEDGE OF ALLEGIANCE
7:02 p.m.	3. ADDITIONS AND CHANGES TO THE AGENDA
7:05 p.m.	4. PUBLIC COMMENT This section of the agenda is reserved for persons in attendance who wish to briefly address the Board of Selectmen. The Board requests that a person's comments be limited to a single period lasting three minutes or less. While the Board respects the right of the public to provide comment, this time is not intended for open discussion or a Board response. Residents who wish to request a dialogue should make arrangements to do so through the Town Manager's Office or the Board Chair. (Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized.)
7:10 p.m.	5. GOOD TO KNOW/SPECIAL RECOGNITION
7:15 p.m.	6. APPOINTMENTS AND RESIGNATIONS a)

- 7:20 p.m. 7. TOWN MANAGER'S REPORT**
- a) Recent Activities
 - b) Correspondence
 - c) Town Manager Updates
- 7:30 p.m. 8. OLD BUSINESS**
- a) American Rescue Plan State and Local Recovery Funds Update
 - b) Department of Public Works Action Committee Update
 - c) Board of Selectmen - Communication Strategy
 - d) Any Other Old Business
- 7:50 p.m. 9. NEW BUSINESS**
- a)
 - b) Draft Agenda for November 7, 2024 Meeting
 - c) Any Other New Business
- 8:10 p.m. 10. CONSENT AGENDA**
- Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.
- a) **APPROVAL OF MINUTES**
 - 10.a.1 October 10, 2024 – Regular Meeting
 - b) **TAX REFUNDS**
- 8:15 p.m. 11. LIAISON REPORTS**
- a) AHM Youth Services – Peter Kasper
 - b) Hebron BOE – Tiffany Thiele
 - c) Board of Finance – Dan Larson
 - d) Land Acquisition – Keith Petit
 - e) RHAM BOE – Claudia Riley
- 8:25 p.m. 12. PUBLIC COMMENT**
- 8:30 p.m. 13. ADJOURNMENT**

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
OCTOBER 10, 2024**

CONSENT AGENDA

Proposed Motion:

Move that the Board of Selectmen approve the following Consent Agenda items and motions contained therein as if individually adopted:

a) APPROVAL OF MINUTES

9.a.1 September 19, 2024 – All Boards Meeting

9.a.2 September 26, 2024 – Regular Meeting

**TOWN OF HEBRON
BOARD OF SELECTMEN
Special Meeting (Hybrid)
Douglas Library Community Room
Thursday, September 19, 2024 - 7:00 PM**

RECEIVED
2024 SEP 23 A 11:30
HEDRON TOWN CLERK

MINUTES

ATTENDENCE:

Board of Selectmen (Present): Peter Kasper (Chair), Daniel Larson (Vice-Chair), Keith Petit, Tiffany Thiele (remote)

Staff Present: Andrew Tierney, Dori Wolf, Kenneth Slater

Also Present: Lilli Rhodes, Richard Steiner, Terry McManus, Mal Leichter, Ken Jardin, Michael McCormack (remote), Thomas Baird (remote), David Sousa, Chris Hemberger, Sandy Waldo, Drusilla Carter

1. Call to Order

2. Pledge of Allegiance

3. Welcome and Introduction – Peter Kasper and Andrew Tierney

P. Kasper called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance. He welcomed and thanked all in attendance. A. Tierney highlighted the use of ARPA funds in establishing a hybrid meeting space in the Library Community Room, allowing the meeting to be offered virtually as well. He then introduced Town Attorney Kenneth Slater of Halloran Sage.

4. Kenneth Slater, Town Attorney

A. FOIA Overview

K. Slater outlined differences between regular and special meetings, including FOIA requirements for both. Quorum, or the number of members in attendance needed to conduct business, was reviewed. Permissible communication between board members, and member conduct in general, was also discussed, as was the use of personal electronic devices. Executive sessions, and possible reasons for their use, were noted, with K. Slater stating all votes must occur during open session.

B. Meeting Protocol and Etiquette

K. Slater reviewed methods for running an effective meeting, and the Chair's role in setting the tone. He also stated that while the public has the right to observe meetings, they do not have the right to participate, noting that Public Comment is not a requirement during board meetings. The importance of moving meetings, and the business of the Town, forward in a timely manner was discussed. Situations involving vote abstentions and loss of quorum during a meeting were reviewed. Questions from board members sought clarification on personal device usage during meetings, meeting minutes, and quorum rules.

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5. Other Appropriate Business

Discussed above.

6. Reports from Boards and Commissions

- A. Board of Selectmen (BoS)** – P. Kasper reported on the approaching ARPA deadline and stated the Board’s intent to use every dollar available. He also noted progress on the assessment of the Old Colchester Road DPW facility.
- B. Board of Finance (BoF)** – M. McCormack reported meetings for next year’s budget planning will begin shortly. The BoF is exploring a transition to hybrid meetings.
- C. Hebron Board of Education** – T. Baird noted the implementation of new reading and math materials, and thanked Town officials and committee members for their partnership in improving school facilities.
- D. RHAM Board of Education** – D. Wolf read a statement from the RHAM BoE, outlining the district’s achievements and Strategic Plan, and thanking all sending towns for their support.
- E. Planning and Zoning Commission (PZC)** – D. Sousa reported on the recently updated Plan of Conservation and Development (POCD), as well as continuous review of Town zoning regulations, including recent changes.
- F. Water Pollution Control Authority (WPCA)** – C. Hemberger reported on completion of phase one of pump upgrades, with phase two upcoming. Impacts to user fees, including increased water flow, and upcoming WPCA-related costs were noted.
- G. Commission on Aging (CoA)** – S. Waldo reviewed the Commission’s role in assisting and advocating for the elderly, and addressed the specific issues they face.
- H. Parks and Recreation Commission (PRC)** – K. Jardin reviewed events and programs, and recent updates to town ordinances to include Open Spaces. PRC ARPA projects include field lighting, pickleball courts, and a dog park, among others. He also noted two alternate seat openings on the Commission.
- I. Public Building Committee/Department of Public Works Action Committee (PBC/DPWAC)** – R. Steiner reported on recent and ongoing projects such as reroofing the Library, RHAM emergency generator upgrades, and reroofing and indoor air quality grant-funded upgrades at both schools.
- J. Housing Choices Advisory Committee (HCAC)** – L. Rhodes noted the Committee’s role in providing housing flexibility in Hebron, and shared recent accomplishments. She also urged boards to work together to bring more water resources to town, citing the benefits to development and residents.

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K. Library – Director D. Carter shared circulation statistics from the past year, and noted resources, events, and programs available via the library, including a Library of Things, Maker Space, and access to libraries statewide.

7. Adjournment

All members and staff were thanked for their attendance and participation. Meeting adjourned at 8:38 p.m.

Respectfully submitted,
Hannah Walcott (Board Clerk)

TOWN OF HEBRON
BOARD OF SELECTMEN
Regular Meeting (Hybrid)
Town Office Building – 15 Gilead Street
Thursday, September 26, 2024 - 7:00 PM

RECEIVED
2024 SEP 30 P 2:41
[Signature]
HEBRON TOWN CLERK

MINUTES

ATTENDANCE:

Board of Selectmen (Present): Peter Kasper (Chair), Daniel Larson (Vice-Chair, remote), Tiffany Thiele, Claudia Riley, Keith Petit

Staff Present: Andrew Tierney, Donna Lanza, Craig Bryant, Matt Bordeaux

Guests: Rich Marzi, Todd Habicht, Holly Habicht, Anne Danaher, Greg Shortell, Kevin Tulimieri, Steven Catanzaro, Tina Catanzaro

1. Call to Order

2. Pledge of Allegiance

Chair P. Kasper called the meeting to order and led the Pledge of Allegiance.

3. Additions and Changes to Agenda

None.

4. Public Comment

A. Greg Shortell (22 Kinney Rd) – Stated his opposition to spending \$93,000 for a dog park, and urged the Town to find an alternative site or means of cost-savings.

B. Kevin Tulimieri – Referenced correspondence and numerous studies and reports regarding 17 Kinney Road, urging Town staff and officials to follow up on recommendations therein. He also supported the concept of a dog park at the site.

5. Good to Know/Special Recognition

None.

6. Town Manager's Report

Town staff continues to work towards completion of ARPA projects. An all-boards meeting was recently held. The budget kickoff meeting between the Boards of Selectmen, Finance, and Education will be held October 15th. Interviews for an assistant assessor are ongoing.

7. Old Business

A. ARPA Funds Update

Updates to the ARPA spreadsheet were briefly reviewed. Parks and Rec Director C. Bryant briefed the BoS on challenges in finding a suitable location for a dog park, noting the current proposal is for a parcel on Kinney Rd. Benefits of the site include

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proximity to existing recreation areas as well as Hebron center, and reduced tree removal costs. A. Tierney noted the \$93,000 figure mentioned was based upon fencing estimates which have since been lowered. The BoS sought clarification on amenities and site layout. There was general support for the location. T. Thiele noted approaching ARPA deadlines. Selectmen discussed additional project updates, anticipated final costs, and deadlines. Renovations to the Peters House, and money spent on repairs to date, were also discussed.

B. DPWAC Update

P. Kasper reported a substantive update has been posted to the Town website by the Communication subcommittee.

C. Board of Selectmen Communication Strategy

T. Thiele reviewed her drafted Rapid Response Plan for the Board of Selectmen, included in the agenda. The BoS generally supported the draft, and debated language adjustments, designated responders, and overall plan intent. Minor revisions will be incorporated and the document sent to the Town Attorney for review.

D. Other Old Business

None.

8. New Business

A. Approve Firefighters Addendum to Employee Handbook of Personnel Policies and Procedures

Motion by P. Kasper that the Hebron Board of Selectmen hereby approve the Full Time Firefighters/EMT's Terms and Conditions of Employment Addendum to Town of Hebron, Connecticut Employee Handbook of Personnel Policies & Procedures adopted November 16, 1989, as revised and adopted October 4, 2007, as further revised and adopted November 7, 2019, as presented (attached). The motion passed unanimously (5-0).

B. Authorization of Conservation Easement Agreement

A. Tierney and M. Bordeaux summarized the proposal and benefits to all parties, including preservation of undeveloped land in a watershed area.

Motion by T. Thiele that the Hebron Board of Selectmen hereby authorize Andrew J. Tierney, Town Manager to execute a Conservation Easement Agreement on property located at Lot TM / Block 9 / Assessor's Map 53, a 37.5-acre parcel of forested land located on the north side of West Main St (State Route 66) that would allow the land to be converted from the 10 Mill Program to the 490 Program.

Discussion: C. Riley sought clarification on items including benefits to the Town.

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The motion passed (4-1, with C. Riley voting NAY).

C. Draft Agenda for October 10, 2024 Meeting

D. Other New Business

None.

9. Consent Agenda

Motion by P. Kasper that the Board of Selectmen approve the following Consent Agenda items and motions contained therein as if individually adopted:

A. Approval of Minutes

1. September 12, 2024 – Regular Meeting

B. Approval of Tax Refunds

1. Timothy J. Casey, 3rd	\$ 1,865.13
2. Allie Fabian	\$ 22.59
3. Vault Trust	\$ 194.89
4. Michael A. Stone	\$ 36.84

The motion passed unanimously (5-0).

10. Liaison Reports

A. AHM – No report.

B. Hebron BoE – T. Thiele reported Open House at both schools was well-attended.

Updates on attendance and testing trends were discussed at recent meetings. The BoE will attend a Charter Revision Commission meeting in November.

C. BoF – No report.

D. OSLAC – No report.

E. RHAM BoE – C. Riley reported on a new mobile phone policy at the high school, as well as work towards an agreement with Columbia allowing their students to attend RHAM, beginning next academic year.

11. Public Comment

A. Todd Habicht (98 East St) – Suggested links to DPWAC updates be included in the weekly management report, and gave his support for the dog park proposal.

12. Adjournment

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Motion by T. Thiele to adjourn the Board of Selectmen's meeting at 8:23 p.m.

Respectfully submitted,
Hannah Walcott (Board Clerk)