



## DEPARTMENT OF PUBLIC WORKS

### INVITATION TO BID

### CHIP SEAL PROGRAM

The Town of Litchfield is accepting bids for Chip Sealing. All bids must be submitted on forms and in accordance with specifications supplied by the Town of Litchfield, Public Works Department. Bids will be received at the Department of Public Works, 101 Russell Street, Litchfield, CT, 06759 until **10:00 a.m. March 30, 2023** and will be opened and read publicly at that time in said office. The bid documents are available and can be downloaded from the Town of Litchfield web site: [www.townoflitchfield.org](http://www.townoflitchfield.org)

### INSTRUCTIONS TO BIDDERS

#### 1. INTENT

The intent of these specifications is to obtain a contractor to manage the resources supplied by the Town and provide additional resources to Chip Seal various roads in the Town of Litchfield. The Contractor must be prepared to start on a date supplied on a Notice to Proceed and have adequate labor, materials and equipment available to dedicate to this project to insure completion within fifteen (15) working days.

All Bidders shall observe the following instructions and specifications.

#### 2. GENERAL PROVISIONS

Last Questions: March 23, 2023 at 3:30 p.m.

Place of Opening: Public Works Department, 101 Russell St., Litchfield, CT

Time of Opening: Thursday, March 30, 2023 at 10:00 a.m.

Bid Return Envelope: Please provide an envelope with the bid and clearly mark your envelope with the bid title "Chip Seal Program Bid" and opening date to prevent a sealed bid from being opened prior to the opening date. Any bid not so marked and opened by the Town shall be rejected. The following forms shall be submitted:

- A. Bid Schedule
- B. Hold Harmless Agreement and Supplemental Agreement
- C. Completed Projects and References
- D. Non Collusion Form
- E. Non Discrimination Form

### **3. Proposal Questions**

Any questions pertaining to the scope of the work or content or procedure for submitting proposals should be directed to Raz Alexe, Director of Public Works by facsimile, e-mail, or letter to be received no later than **March 23, 2023 by 3:30 p.m.** Any questions received after that date will not be answered. Contact information is as follows:

Raz Alexe, Director of Public Works  
ralexe@townoflitchfield.org

### **4. Basis of Award**

It is intended this Contract shall be awarded to the Bidder that best meets the needs of the Town of Litchfield with respect to qualifications, contractor's submitted start date and cost. Qualifications shall include the ability of the Contractor to complete all work within the stated time frame. The Contractor shall have demonstrated experience in the chip sealing of roadways for at least five (5) other municipalities or state agencies. Names and locations should be provided with a contact person's name.

### **5. Notice of Award**

The Town shall give Notice of Acceptance of a bid to the successful bidder(s) by mail or e-mail to the Bidder's address stated in the bid. Individuals are invited to attend the Bid Opening. The Summary of Bids will be uploaded on the Town's website at a later date.

### **6. Award of Contract**

The Town reserves the right to reject any and all bids, for any reason the Town deems advisable, and to award Contract or Contracts to any of Contractors bidding on work, regardless of amount of bid.

### **7. Bid Security**

A bid bond or certified check is not required for this bid.

### **8. Performance; Labor and Material Bond**

A Performance Bond or Certified Check is not required for this bid.

### **9. Price, Discounts, and Payment**

Bid prices shall not include any taxes, Local, State, or Federal, as the Town is not liable. In addition to the bid price, each Bidder may quote binding discounts, which will be considered when making the award.

## **10. Assignment of Contract**

Contractor shall not sublet, sell, transfer, assign, or dispose of contract or any portion thereon or of right, title, or interest therein or obligations thereunder, without written consent of the Town.

## **11. Basis of Payment**

Payment shall be at the unit price for materials delivered and accepted.

## **12. Insurance (Due upon bid award)**

The contractor will file with the Town of Litchfield, the following evidence of insurance. Certificates must be on file with the Town before acceptance of Bid or work commences.

### Workers Compensation

Coverage A: Statutory

Coverage B: Employers Liability:

Bodily injury by accident	\$ 100,000 per person
Bodily injury by disease	\$ 100,000 per person
Bodily injury	\$ 500,000 aggregate

### Comprehensive Commercial Liability

Bodily injury; General Limit	\$ 1,000,000 aggregate
Products/Completed Operations	\$ 1,000,000 aggregate
Personal and Advertising Injury	\$ 1,000,000 aggregate
Each Occurrence	\$ 1,000,000 aggregate
Fire Damage Limit	\$ 1,000,000 aggregate
Medical Expenses	\$ 100,000 per person

Premises/Independent Contractors

Contractual/Completed Operations/Products

Contractual/Liability will be Broad Form

XCU (explosion/collapse/underground utilities)

Comprehensive Broad Form Liability endorsement or Equivalent

Broad Form property Damage Liability

### Automobile Liability

Bodily Injury	\$1,000,000 per person
Aggregate	\$1,000,000 per person
Property Damage	\$1,000,000 per person

Coverage:

All owned/non owned/hired/borrowed  
Contractual liability to be included

**Contractors must name the Town of Litchfield as an additional named insured on all certificates.** All policies will provide thirty (30) days' notice of cancellation as well as ten (10) days' notice of material change in the policies to the First Selectman's Office of the Town of Litchfield.

### **13. Environmental. Health and Safety Compliance**

The contractor must comply with all local, state and federal environmental health and safety regulations. The contractor must submit a Health and Safety Plan to the Director of Public Works prior to commencing the project.

### **14. Hold Harmless Agreement**

The Contractor agrees to hold harmless the Town of Litchfield and its respective officers, agents, and employees from any loss, costs, damages, expenses, judgements, and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any act of omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury, or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law. The Contractor will be required to sign the enclosed Hold Harmless Agreement prepared by the Town.

### **15. Supplemental Agreement**

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's Subcontractor(s) under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's Subcontractor(s). The Town will not withhold from contract payments to the Contractor any Federal or State unemployment taxes, Federal or State Income Taxes, Social Security Tax, or any other amount for benefits to the Contractor. The lump sum or unit charges for service provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Town to its employees. The Contractor will be required to sign the enclosed Supplemental Agreement prepared by the Town.

### **16. Commission on Human Rights and Opportunities (CHRO)**

If State Grant funding greater than \$50,000.00 is used for the project, the contractor is to supply the Town of Litchfield with all CHRO documentation before the final payment is submitted.

## **17. Length of Contract**

The Town of Litchfield is requesting bid proposals for the time period beginning July 1, 2023 until June 30, 2025. The Town of Litchfield reserves the right to negotiate with the Contractor selected, additional periods beyond June 30, 2025 if deemed to be in the best interest of the Town. **This is a two year bid.**

## **TECHNICAL SPECIFICATIONS**

### **CHIP SEAL**

#### **1. Scope of Work**

The application of aggregate shall meet all State of Connecticut Department of Transportation standards and specifications.

The work shall be done in the following order;

- Prior to Chip Seal operation, the contractor shall sweep all roads as many times as necessary before that road is Chip Sealed.
- Preparing the pavement surface,
- Cover all personal covers, drain inlet covers, or other utility covers with either cut to fit plastic sheets or plastic bags. All traces of plastic, residual emulsion, and chips shall be removed
- Applying the Polymer Modified Asphalt Surface Sealer,
- Applying aggregate,
- Rolling the aggregate,
- Sweeping up and disposing of excess aggregate off the job site unless determined by the Director of Public Works that the excess stone can be reused by the department.
- Traffic control will be provided by the contractor. At least two traffic control persons must be supplied unless more are needed. The Town of Litchfield will provide the additional flaggers as needed.

#### **2. Application**

- The application of Polymer Modified Asphalt Surface Sealer shall be applied when ambient temperature is forty (40) degrees Fahrenheit and rising. The polymer modified asphaltic rejuvenating emulsion shall not be placed if the ambient temperature during the twenty four (24) curing period is expected to be below twenty five (25) degrees Fahrenheit.

- Application shall be with a distributor truck to the pavement surface at a rate of .20 to .50 gallons per square yard. For cul-de-sacs, turnout pockets, elbows and curve returns the use of a hand hose may be required.
- The aggregate shall be spread evenly by a computerized mechanical chip spreader. The spreader shall be capable of spreading in one (1) foot wide increments, and up to twenty (20) feet wide in a single pass.
- The aggregate screening rate of application and corresponding emulsion spread rates shall conform to the following;

Aggregate Application Rate	Emulsion Spread Rate
For Grading A= 19 – 24 lbs/sy	.23 gals/sy - .26 gals/sy
For Grading B= 23 – 27 lbs/sy	.26 gals/sy - .31 gals/sy
For Grading C= 25 – 31 lbs/sy	.29 gals/sy - .38 gals/sy

- Compaction shall be done by self-propelled 25,000 lbs. pneumatic-tired roller.
- The pneumatic-tired roller shall be in good working condition and actively rolling at all times during the chip seal operation.
- Power sweeping shall be done after chip seal operation to remove any excess loose aggregate.
- The Contractor shall wait a minimum of one day after the chip seal application before applying other surface.

### 3. Equipment

The following equipment to be used for the chip seal shall be as follow;

- A. Sweepers shall be capable of depositing debris into a dump truck.
- B. An asphalt distributor for application of the emulsion sealer.
- C. A self-propelled aggregate spreader with front discharge that can evenly distribute aggregate.
- D. A minimum of one (1) pneumatic roller.

### 4. Material

- The asphalt emulsion shall be a polymer modified rejuvenating emulsion with latex polymer, rejuvenating agent and asphalt and shall meet the following specifications;
- PA-AS- 1 a product of Polymer Science of America, or owner approved equal
- Stone should be trap rock and sieve analysis need to be provided. For example:

Aggregate Size	Emulsion Spread Rate
1/4 inch trap rock	.23 - .35 gallons per square yard
3/8 inch trap rock	.33 - .40 gallons per square yard

## **FOG SEAL**

Description: This work shall consist of furnishing all materials, equipment, labor and preparation necessary for the application of a light coating of asphalt emulsion to an existing or newly constructed pavement or chip sealed surface.

- **Materials.** Asphalt emulsion SS-1, SS-1h, CSS-1, CSS-1h or PASS QB diluted with up to 50 percent water. Water shall be clean and clear and free of incompatible soluble salts or minerals.
- **Equipment.** Provide equipment conforming to the requirements of this section.
  - a) Obtain approval of equipment before starting the job.
  - b) Use equipment for asphalt emulsion distribution ensure that it has a computerized rate control that automatically adjusts the emulsion pump to the unit ground.
  - c) Furnish accurate thermometers for determining any of the applicable temperature requirements of this specification.

- **Weather Limitations**

Place the fog seal when the pavement and atmospheric temperature is 60°F (16°C) or above and the atmospheric temperature is 70° F (24°C) or above. Do not schedule the performance of this work for the time period before May 1 or after November 1. Do not place fog seal if any of the following conditions exist:

- A. Impending weather conditions do not allow for proper curing or if temperatures are forecasted below 50°F (10°C) within 24 hours from the time of work.
- B. The existing pavement temperature is 140°F (60°C) or above.
- C. The pavement surface is wet or rain is forecasted within 24 hours of placement.

- **Surface Preparation**

The Contractor shall clean the pavement surface prior to placement with a power broom or road sweeper. Clean any muddy or dirty areas by flushing with water. Allow surface to dry completely prior to applying asphalt emulsion.

- **Application of Asphalt Emulsion**

The Contractor shall follow the construction methods as described.

- Apply the asphalt emulsion at the target rate(s) established during the test strip.
- Maintain the asphalt emulsion temperature from 150 to 185°F (65 to 85°C) during construction, including the start of each day. Reheat the asphalt emulsion at a rate of no more than 25 °F (14°C) per hour, when the asphalt emulsion is allowed to cool below 150°F (65°C).
- If the target application rates are not the optimum application rates to achieve proper coating of the existing or newly constructed pavement or chip sealed surface or the break time is too long or short, immediately notify the Engineer. Adjust and document the new application rate by stationing.
- Do not allow the asphalt emulsion to streak on the road surface. If the Engineer determines that streaking is occurring, cease operations until the Engineer is satisfied that streaking has been eliminated.
- For chip seal surfaces, apply the asphalt emulsion to all exposed areas of asphalt or chip sealed surface as directed.
- Unless otherwise specified in the Contract Documents, maintain adequate lanes of traffic.
- Traffic shall be considered incidental to the performance of this item.

- **Escalation/de-escalation**

The Town will allow an escalation/de-escalation for Fog Seal.

$$(\text{Current Market Price} - \text{Base price at Bid}) / 235 \text{ (gallons per ton)} \times 59.2\% \text{ (adjustment factor)} \times .15 \text{ (application rate)} = + \text{increase or } - \text{decrease per square yard.}$$

- **Acceptance of Fog Seal**

During the application of the fog seal, inspect the fog seal for deficiencies resulting from poor workmanship, flushing, tracking from equipment, surface patterns, and sweeping. Inspect workmanship for untreated areas, minimum overlap on longitudinal joints, and minimum overlap on construction joints.

Verify the following for daily acceptance:

- A. Fog seal edge is neat and uniform along the roadway lane, shoulder, and curb lines.



- B. Fog seal has no surface patterns such as lean or heavy lines. C. Fog seal has no bleeding/flushing areas.
- D. Fog seal uniformly covers all portions of chip seal surface.
- E. Perform all corrective work to the satisfaction the Engineer.

- **Method of Measurement:**

The Department will measure Fog Seal by the number of square yards treated

- **Traffic Control:**

Contractor shall supply adequate number of certified flaggers to maintain traffic control.

### **ASPHALT PRICE ADJUSTMENTS:**

1. Asphalt Price Adjustments allowed will be based on the March 1, 2023 average of F.O.B terminal price per ton of unmodified PG 64-22 binder without anti-stripping agent (base average F.O.B. terminal price). The new monthly average terminal price will be determined by the Connecticut Department of Transportation based on prices of performance graded binder in accordance with the State of Connecticut Dept. of Transportation Standard Specification.

NOTE: The same grade of asphalt cement used in establishing the base average F.O.B. terminal price shall be used in establishing the new average F.O.B. terminal price.

<http://www.ct.gov/dot/cwp/view.asp?a=1410&q=399708>

2. The new average F.O.B. terminal price will be determined based on the above F.O.B. terminal prices that are posted on the 1st of each month, hereafter known as the "Adjustment Date", During the contract period starting with (Month) 1, 2023 and 2024. However, Asphalt Price Adjustments, in accordance with the formula below, will be effective for deliveries made on and after the first of the month (i.e., March 1, 2023, and March 1, 2024) following the adjustment date.

The unit prices of bituminous materials purchased from any award based on this specification will be subject to adjustment based on the following formula:

Price - Base Average /235 X Total Adjustment = (New Terminal Allowable (per gallon) Monthly Price) Petroleum% Average FOB Terminal Price

The allowable petroleum % for PASS is 64% + 4%=68% Total Petroleum Allowance.

- **Contract Rollover**

Upon mutual request, the terms of this contract may be extended on a yearly basis. Price fluctuations will be allowed for liquid asphalt prices only. Asphalt prices will be determined by the state of Connecticut website:

<http://www.ct.gov/dot/lib/dot/document/dconstruction/asphalt.pdf>

The asphalt adjustment cost will be based on the variance in price for the liquid asphalt component for contract bid items. The Asphalt Price is available on the Department of Transportation Website:

<http://www.ct.gov/dot/asphaltadjustment>

$$\frac{P}{235 \times 0.67 \times 0.33} \times (\text{QUANTITY IN SQUARE YARDS}) / \$$$
  
\_\_\_\_\_ Where: P = [Period Price – Asphalt Base Price]

**BID SCHEDULE**  
**FOR**  
**CHIP SEAL PROGRAM**

**July 1, 2023 through June 30, 2025**

The undersigned declares that he/she has thoroughly reviewed the specifications and all other bidding documents, and that, if his/her bid is accepted, he/she will complete the work for the Town of Litchfield and that he/she will take in full payment therefore, The unit prices set forth below are inclusive of all labor, materials, equipment, technical service, insurances, warranties, taxes licenses and fees to furnish, deliver and install the materials specified:

IN DOLLARS

IN WRITING

1). Complete in place Chip Seal with PASS-CR & ¼” clean stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

2.) Complete in place Chip Seal with PASS-CR & 3/8” clean stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

3.) Complete in place Chip Seal using PASS-CR & ¼” recycled stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

4.) Complete in place Chip Seal using PASS-CR & 3/8” recycled stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

5.) Complete in place Chip Seal with CRS 2-P & ¼” clean stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

6.) Complete in place Chip Seal with CRS 2-P & 3/8” clean stone

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

7.) Complete in place Fog Sealing – CSS-1h

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_per sq. yard

8.) Complete in place Fog Sealing – PASS-QB

\$\_\_\_\_\_ per sq. yard \_\_\_\_\_ per sq. yard

9.) Provide road sweeping services per machine

\$\_\_\_\_\_ per hour \_\_\_\_\_ per hour

The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town reserves the right to reject any and all bids, is submitting this bid without collusion with any other person, individual or corporate.

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

## HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield and its respective officers, agents and employees from any loss, costs, damages, expenses, judgments and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss of use resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

## SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or other wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT            )  
  )       ss:  
COUNTY OF                            )

Signed:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

Company:\_\_\_\_\_

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

\_\_\_\_\_

Subscribed and sworn to before me on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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



## TOWN OF LITCHFIELD

### NONDISCRIMINATION CERTIFICATION

#### Representation by Individual

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

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#### Instructions:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

#### Representation of an Individual:

I, \_\_\_\_\_, of \_\_\_\_\_,  
Signatory Business Address

Represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## TOWN OF LITCHFIELD

### NONDISCRIMINATION CERTIFICATION

#### Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

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#### Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

#### Representation of an Entity:

I, \_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_,  
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of \_\_\_\_\_,  
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

\_\_\_\_\_ and that \_\_\_\_\_ has a  
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60 (a) (1) as amended.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



## NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

### AFFIDAVIT FOR CO-PARTNERSHIP BIDDER

STATE OF \_\_\_\_\_

COUNTRY OF \_\_\_\_\_

\_\_\_\_\_  
(Persons Names)

Each being first duly sworn, each deposes and each for themselves says: That they are a member of and that the persons listed above collectively compose the co-partnership firm designated as

\_\_\_\_\_ who is the Bidder submitting the

(Firm Name)

accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ My Commission  
expires \_\_\_\_\_

Notary Public  
(Seal)

Signatures of Named Principals:

\_\_\_\_\_  
\_\_\_\_\_





## NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

### AFFIDAVIT FOR CORPORATION BIDDER

STATE OF \_\_\_\_\_

COUNTRY OF \_\_\_\_\_

\_\_\_\_\_  
(Persons Name) Being first duly sworn, deposes and says:

That they are the \_\_\_\_\_ of the  
corporation who  
(Official Title of Cooperate Officer or Agent)

Is the Bidder submitting the accompanying bid for Town Project, and that they, being duly authorized, signed this affidavit on behalf of said Bidder; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
My Commission  
expires \_\_\_\_\_  
Notary Public  
(Seal)

\_\_\_\_\_  
(Signature of Cooperate Officer or Agent)



## NON-COLLUSION AFFIDAVIT

(This affidavit must be signed and sworn to by the person signing bid)

### AFFIDAVIT FOR INDIVIDUAL BIDDER

STATE OF \_\_\_\_\_

COUNTRY OF \_\_\_\_\_

\_\_\_\_\_ Being first duly sworn, deposes and says:  
(Persons Name)

That they are the person who is the Bidder submitting the accompanying bid for Town Project, and that they, having read, understood, and agreed to all the terms and provisions thereof, signed this affidavit; and the accompanying bid; and that such bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named; and that said Bidder has not directly or indirectly, induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that said Bidder has not in any manner sought by collusion to secure said Bidder any advantage over any other Bidder; and that said Bidder has not otherwise taken any action in restraint of free competitive bidding in connection with the subject bid.

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ My Commission  
expires \_\_\_\_\_

Notary Public  
(Seal)

\_\_\_\_\_  
(Signature of named individual)