

FINANCE DEPARTMENT

Memo

September 1, 2022

Mr. Rob Brule
First Selectman
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Re: Bid Award – BID#23-102 Jordan Millpond Dam Fishway Repair

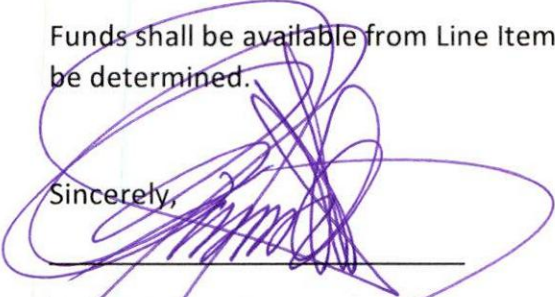
Dear Mr. Brule,

On August 25, 2022, Maureen Fitzgerald and I opened bids for the above-mentioned project with the attached results.

After careful consideration, the Purchasing Agent on behalf of the Planning Department recommends the contract for this project be awarded to the most qualified bidder Schumack Engineered Construction for 72,488.00 in accordance with their submission dated August 24, 2022.

Funds shall be available from Line Item 31123-55903 Fish Ladder Repair and Grant line item to be determined.

Sincerely,



Rawle Dummett
Purchasing Agent,
Town of Waterford

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

**TOWN OF WATERFORD, CT
PLANNING & DEVELOPMENT**

Date: August 30, 2022

To: Rawle Dummett, Purchasing Agent

From: Maureen FitzGerald, Environmental Planner

Re: Jordan Millpond Dam Fishway Repair Bid#23-102
Bid Award

Rawle,

The Department has reviewed the three bids submitted for the Jordan Millpond Dam Fishway Repair RFP. The lowest qualified bid is from Schumack Engineered Construction. They have demonstrated adequate experience installing fish ladders, show a good understanding of the scope of work, their proposal includes a specific task of picking up the steepass units at CT DEEP headquarters, and they are located nearby in Clinton, CT. Our consultant concurs with this selection.

The Department recommends that Schumack Engineered Construction be awarded the contract to repair the Jordan Millpond Dam Fishway.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. FitzGerald", is written over the printed name.

Maureen FitzGerald
Environmental Planner

cc: Abby Piersall, Planning Director

Grant ID # 1401.22.073344

	8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION
	Alexander Bobeczko National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 202-857-0166 Alexander.Bobeczko@NFWF.ORG

Bid Tabulation Sheet Bid#23-102 Jordan Millpond Dam Fishway Repair August 25, 2022 @11:00 am		
Vendor	Bid	Notes
SumCo	\$74,471.00	Bond Submitted
Schumack	\$72,488.00	Bond Submitted
New England Infrastructure Inc.	\$319,400.00	Bond Submitted

FEE PROPOSAL FORM

**Bid#23-102 JORDAN MILLPOND DAM FISHWAY REPAIR
WATERFORD, CONNECTICUT**

BIDDER:

NAME Schumack Engineered Construction
93A Glenwood Road
ADDRESS Clinton, CT 06413

To: Rawle Dummett, Purchasing Agent

Project: **Bid#23-102 JORDAN MILLPOND DAM FISHWAY REPAIR**

We propose to perform the work described in the Contract Documents for

Entire Project – for the Total Cost of:

\$ 72,488.00

Seventy-two-thousand, four-hundred-eighty-eight-dollars and zero cents
(written figure)

PLEASE PLACE THIS FORM AT THE FRONT OF YOUR SUBMISSION

Schumack

ENGINEERED CONSTRUCTION

August 25, 2022

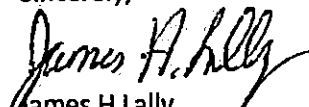
Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Scope of work figured for Jordan Millpond Dam Fishway Repair

• Mobilization	5,000.00
- Set up Construction Area	
• Clearing of Trees/Work area	5,000.00
- Evaluate access to steep pass & water control	
- Take fence down - Determine if information board will be in the way	
• Water Control: Determined in the field	2,500.00
• Removal of damaged steep pass units	8,000.00
• Repair concrete at angle adaptor	8,000.00
• Re-manufacture/repair of upstream	12,500.00
• Pick up steep-pass unit supplied by DEEP	1,500.00
• Re-configure upstream steep pass units	10,000.00
• Re-install upstream steep pass units and angled adaptor	10,000.00
• Clean up disturbed area	4,988.00
- If information board was removed - re-install	
- Put Fence back	
• Demobilize	5,000.00
Total of Bid for Jordan Millpond Dam Fishway Repair	72,488.00

All Work to completed by December 1, 2022

Sincerely,


James H Lally
President

93A Glenwood Road, Clinton, CT 06413
860-669-7115 • 860-669-4032 FAX

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: 42 years.
2. Ever failed to complete any work? No
3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.
 - a. Location North Branford
Project/Phone# Pages Mill Pond Dam Repairs & Fishway
Engineer/Phone# Nathan L Jacobson & Associates 860-526-9591
Completion Date 09/2020
Amount of Contract \$371,777
 - b. Location Centerbrook
Project/Phone# Mill Pond Dam Fishway
Engineer/Phone# Natures Conservancy 203-568-6302
Completion Date 12/2019
Amount of Contract \$208,480
 - c. Location Vernon
Project/Phone# Valley Falls Dam Repairs & Improvement
Engineer/Phone# Karl Acimovac 860-742-9019
Completion Date 05/2019
Amount of Contract \$590,524
4. Bank Reference/Phone# Liberty Bank, Ashley Crete, 860-664-6469
acrete@liberty-bank.com

* MORE COMPLETED CONTRACT LISTING ATTACHED.

This firm consists of the following members:

Full Name	Residence
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James H Lally, Killingworth

54 Bunker Hill Rd; Killingworth

Pauline Lally, Killingworth

54 Bunker Hill Rd; Killingworth

The officers are:

Full Name	Residence
President: James H Lally, President & Treasurer	

Treasurer: _____

Directors: Pauline Lally, Secretary

Respectfully Submitted:

Schumack Engineered Construction

(Firm Name)

SEAL: (If bid is by a Corporation)

By:

James H. Lally Pres.

(Signature)

James H Lally, President

(Typed Name and Title)

93A Glenwood Road

Clinton, CT 06413

(Business Address)

860-669-7115

(Telephone)

860-669-4032

(Fax)

schumack@schumackconstruction.com

(Email)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF Connecticut

COUNTY OF Middlesex

SS:

ON THIS 25 DAY OF August, 2022, BEFORE ME PERSONALLY CAME AND APPEARED James Lally, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT 54 Bunker Hill, Killingworth THAT HE/~~SHE~~ IS THE President OF Schumack Construction, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

Susan Weglin
(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

my commission exp 2/28/27

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF _____ DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

SS:

COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME PERSONALLY CAME AND APPEARED _____ TO ME KNOWN AND KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

(NOTARY PUBLIC)

Attached Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20____

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

- A. If said Bid shall be rejected, or in the alternate,
- B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

THEN, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)

(Surety)

By:

SEAL:

PROPOSAL BID#23-102
Jordan Millpond Dam
Fishway Repair
Town of Waterford

Proposal of Schumack Engineered Construction hereinafter called
"BIDDER"

*a corporation of the State of Connecticut

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 90 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:
Addendum 1 on August 16, 2022

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:
10% of Bid dollars (\$)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.



August 24, 2022

Town of Waterford
15 Rope Ferry Road
Waterford, CT 06385

Scope of work for Jordan Mill Park Fishway Repairs

- Mobilization
- Clearing of work area
- Removal of damaged steep-pass units (Upstream)
- Repair concrete at upstream angle adaptor
- Re-manufacture/repair of upstream angle adaptor
- Pick up Steep-pass unit(s) supplied by DEEP
- Re-configure upstream steep-pass units
- Reinstall upstream steep-pass units and angled adaptor
- Clean up disturbed area
- Demobilize

All Work to be completed by December 1, 2022.

Sincerely,

A handwritten signature in blue ink that reads "James H. Lally". The signature is fluid and cursive, with the first name "James" and last name "Lally" clearly legible.

James H Lally
President

Schumack Engineered Construction: Experience working on Fishladders and working with Water

Complete	Project/Contract Description	Contract Amount	Location of Project	Project Contact Information Full Name, Address & Phone # of owner	Email Address
	Hallville Fishladder - Preston	\$292,020.00	Halls Mill Road, Preston, CT	Eastern CT Conservation District 238 West Town St., Norwich, CT 06360 Hallville Fishladder Scott Gravitt 860-887-4163	scott.gravitt@comcast.net
01/2013	>Build Cofferdam around Area of Fishway				
	>Form & Pour Footings, Walls & Slab for Structure				
	>Install Conduits for Electrical Work				
	>Install Fishladder				
	>Regrade work area Topsoil, Seed & Hay				
11/2014	Fishladder Installation - Newman Project	\$41,400.00	Aspetuck River, Westport	The Nature's Conservancy, 55 Church St, 3rd Floor New Haven, CT 06451 Newman Fishladder Sally Harold 203-226-4991 x113	sharold@TNC.org
	>Build Cofferdam around Area of Fishway				
	>Form & Pour Footings, Walls & Slab for Structure				
	>Install Stone Veneer				
	>Install Conduits for Electrical Work				
	>Install Fishladder				
	>Regrade work area				
03/2016	Abutment Repairs to the Regal Inn Bridge	\$57,720.00	Pond Lily - New Haven, CT	CT Fund for the Environment & Save the Sound 900 Chapel Street, Second Floor, New Haven, CT Abutment Repairs to Regal Inn Bridge John Champion 203-787-0646	jchampion@savethesound.org
	>Construct Cofferdam - East & West Side				
	>Remove Silty Material				
	>Form & Pour Concrete				
	>Sheeting & Rip Rap installed by hand				
12/2016	Dam Repairs	\$41,484.00	Lochwood Drive, Clinton	Lochwood Lake Association, PO Box 3, Clinton Dam Repairs Matt Guarnieri: 860-552-9597	mattg222@gmail.com
	>Construct Rip Rap wall				
	>Chink in Rip Rap to concrete wall				
	>Repair Rip Rap and Grout				
	>Clean up disturbed area				
12/2016	Fishladder	\$230,578.00	Chapman Mill Pond, West	CT River Coastal Conservation District deKoven House Community Center 27 Washington St, Middletown, CT 06457 Installation of Fishladder Jane Brawerman: 860-346-3282	jbrawerman@conservect.org
	>Build Cofferdam around Area of Fishway				
	>Form & Pour Footings, Walls & Slab for Structures				
	>Install Steeppass & Eel pass				
	>Install Conduits for Electrical Work				
	>Install Fence Enclosure				
	>Restoration of area				
09/2017	Dam Repairs & Dredge out Pond	\$123,544.00	922 Cloverdale Circle, We	Town of Wethersfield, 505 Silas Deane Hghwy Wethersfield Dam Repairs & Dredge out pond Derrick Gregor 860-721-2853	derrick.gregor@wethersfieldct.gov
	>Erosion Control				
	>Build Earth Spillway				
	>Form & Pour new Concrete Spillway				
	>Divert water & dredge out pond				
08/2018	Install Fish Ladder	\$362,730.00	Darien/Stamford Line	CT Fund for the Environment, 900 Chapel St, 2nd Floor, New Haven Installation of Fish Ladder Gwen Macdonald 203-787-0646	gmacdonald@savethesound.com
	>Excavate in Water & form natural Splash Pad w/Boulders				
	>Build Cofferdam				
	>Install Wier Wall & Fishladder				
	>Clean up				
09/2017	Dam & Spillway Repairs	\$18,043.00	275 Mount Carmel Avenue	Quinnipiac University, 275 Mt Carmel Ave, Hamden Dam & Spillway Repairs Matt Carrol 860-526-9591	mcarroll@nlja.com
	>Water Control				
	>Repair Damaged Concrete				
	>Repair voids in spillway with Surge Stone				
	>Install Flowable fill				
12/2017	Harbor View Groin #1	\$33,070.00	Harborview Marina, Clinto	Bill Greim, 44 Hammock Parkway, Clinton Demo & Replace Groin Bill Greim 203-641-7448	hvact@comcast.net
	>Demo Existing Groin				
	>Rebuild Groin with Rip Rap				
	>Construct to Proper Elevation				
	>Backfill & grade				

Schumack Engineered Construction: Experience working on Fishladders and working with Water

Complete	Project/Contract Description	Contract Amount	Location of Project	Project Contact Information Full Name, Address & Phone # of owner	Email Address
07/2018	Sea Retaining Wall	\$3,705.00	648 Mulberry Pt Rd, Guilford	Thomas O'Keefe, 648 Mulberry Pt Rd, Guilford	
	>Excavate Slope			Sea Retaining Wall	
	>Place Boulders as a wall			Tom O'Keefe 203-444-8420	thomas.okeefe@jud.ct.gov
	>Concrete Boulders to form the wall				
	>Clean up - Topsoil, Seed & Hay				
02/01/19	Rebuild Groin #2	\$34,880.00	Harbor View Association,	Bill Greim, 44 Hammock Parkway, Clinton	
	>Demo Existing Groin			Rebuild Groin #2	
	>Rebuild Groin with Rip Rap				
	>Construct to Proper Elevation				
	>Backfill & grade			Bill Greim 203-641-7448	hvact@comcast.net
04/29/19	Quinnipiac River Restoration - Carpenter Dam	\$190,560.00	Meriden Cheshire Line	CT Fund for the Enviro., 900 Chapel St 2nd Floor, NH	
	>Erosion Control			Quinnipiac River Restoration - Carpenter Dam	
	>Water Control			Gwen MacDonald 484-557-4061	gmacdonald@savethesound.org
	>Remove old 10" water pipe				
	>Excavate to scour area to make deeper				
	>Clean up disturbed areas with Topsoil, Seed & Hay				
05/31/19	Valley Falls Dam Repairs	\$590,524.00	300 Valley Falls Rd, Vernon	Town of Vernon, 14 Park Place, Vernon	
	>Clear & Grub			Valley Falls Dam Repairs	
	>Erosion & Water controls			Dave Smith 860-870-3670	dsmith@vernon-ct.gov
	>Reconstruction of concrete Spillways				
	>Install Pedestrian Bridges				
	>Install gravel walkways				
	>Install new block fishing dock				
	>Install ADA compliant Hand rails & fencing				
	>Topsoil, seed & hay all disturbed areas				
08/09/19	Fricks Pond Repairs	\$68,848.00	672 Route 81, Killingworth	Deborah Rosener, 672 Route 81, Killingworth, CT	
	>Erosion Control				
	>Water Control				
	>Reconstruct Spillway			Fricks Pond Repairs	
	>Weir construction			Deborah Rosener 860-391-5754	deborarosener@yahoo.com
	>Topsoil, seed & hay disturbed areas				
	>Install new Access Road way to dam				
08/19/19	Sea Wall Repairs	\$18,570.00	58 Vineyard Ave, Guilford	Ellen Quinn, 58 Vineyard Ave, Guilford	
	>Excavate Slope				
	>Place Boulders as a wall				
	>Concrete Boulders to form the wall			Sea Wall Repairs	
	>Clean up - Topsoil, Seed & Hay			Ellen Quinn 203-444-8057	elliqui2@aol.com
09/26/19	Dolan Pond Dam Fishway	\$118,368.00	Falls River, Centerbrook	The Natures Conservancy, 55 Church St, New Haven	
	>Water Control			Dolan Pond Dam Fishway	
	>Erosion Control			Sally Harold 203-568-6302	sharold@tnc.org
	>Make repairs to dam and prep for Fishway				
	>Form & Pour Fishway structures & install Steeppass				
	>Point up mason wall dam				
12/06/19	Installation of Fishway & Dam Repairs	\$208,480.00	Falls River, Centerbrook	The Natures Conservancy, 55 Church St, New Haven	
	>Erosion & Water controls			Mill Pond Dam Fishway	
	>Install Construction Access			Sally Harold 203-568-6302	sharold@tnc.org
	>Construct & Install Concrete Structures & Supports				
	>Installation of Steeppass & Eelpass				
	>Install Rip Rap around Fishway				
	>Topsoil, Seed & Hay all disturbed areas				

Schumack Engineered Construction: Experience working on Fishladders and working with Water

Complete	Project/Contract Description	Contract Amount	Location of Project	Project Contact Information Full Name, Address & Phone # of owner	Email Address
09/20/20	Pages Mill Pond Dam Repair & Fishway	\$371,777.00	16 Mill Road, North Branford	CT Fund for the Environment, 900 Chapel St, 2nd Floor	
	>Water Control			Pages Mill Pond Dam Repairs & Fishway install	
	>Erosion Control			New Haven, CT	
	>Make repairs to dam and prep for Fishway			Gwen MacDonald 484-557-4061	gmacdonald@savethesound.org
	>Form/Pour Fishway structures & install Steeppass				
	>Point up mason wall dam				
	>Install Fence & Gate				
	>Use formliners & stain to create wall to match exist				
	>Clean up with Topsoil, seed & hay				
10/27/20	Lochwood Lake Dam Repars	\$28,488.00	Lochwood Lake, Clinton	Lochwood Lake Improvement District, Clinton	
	>Water & Erosion Control			Dam Repairs	cliffcarlson@comcast.net
	>Excavate and make repairs			Cliff Carlson 203-537-2728	
01/2021	Harbor View Groin #4	\$54,088.00	Harborview Marina, Clinton	Bill Greim, 44 Hammock Parkway, Clinton	
	>Demo Existing Groin			Demo & Replace Groin	
	>Rebuild Groin with Rip Rap			Bill Greim 203-641-7448	hvact@comcast.net
	>Construct to Proper Elevation				
	>Backfill & grade				
02/01/21	Repairs to Sea Wall	\$54,780.00	7 Parker's Point Rd, Chester	Jeffrey Moore, 7 Parker's Point Rd, Chester	jmoore@harbert.net
	>Remove old Concrete & Place Rock/boulders			Repairs to Sea wall	
	>Pour concrete in between boulders for strength			Jeffrey Moore 845-220-8240	
	>Build wall				
11/15/21	Repairs to Valve on Strong Pond Dam	\$159,547.00		Save the Sound, 900 Chapel St, New Haven	
	>Water & Erosion Control			Wilton Dam Valve repairs	
	>Excavate & to prep for water control			Gwen MacDonald 484-557-4061	gmacdonald@savethesound.org
	>Excavate muck/debris from area to access valve				
	>Replace Valve				
	>De water				
	>Topsoil, Seed & hay				
08/03/21	Culvert Repairs	\$31,688.00	Old Slocum Rd, Hebron	Town of Hebron, 550 Colchester Rd, Hebron	
	>Water & Erosion Control			Culvert repairs	
	>Build coffer Dam to divert water for repairs			Public Works Dept: 860-228-2871	kkelly@hebronct.com
	>Clean invert & pour & shape new floor to culvert				
	>Clean up & Demobilize				
11/22/21	Bulkley Pond Dam removal	\$54,558.00	Sasco River-Westport/ & Fairfield	Aspetuck Land Trust, PO Box 444 Westport, CT	
	>Water & Erosion Control			Dam Removal	
	>Tree & stump removal			David Brant, 203-331-1906	dbrant@aspetucklandtrust.org
	>Remove portion of dam to create desired breach				
	>Haul debris offsite				
	>Clean up & Demobilize				

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, Schumack Engineered Construction, 93A Glenwood Rd., Clinton, CT 06413

as Principal, hereinafter called the Principal, and Harco National Insurance Company, 702 Oberlin Road, Raleigh, NC 27605

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held, and firmly bound unto the Town of Waterford, CT

as Obligee, hereinafter called the Obligee, in the sum of Ten Percent (10%) of Attached Bid

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind us, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Jordan Millpond Dam Fishway Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of August 2022

Susan Weglew
(Witness)

Jeff Rodo
Jeff Rodo (Witness)

Schumack Engineered Construction
(Principal) (Seal)
{ James H. Kelly Pres.
(Title)

Harco National Insurance Company
(Surety) (Seal)
{ Nancy Talbot Frickman
Nancy Talbot Frickman, Attorney-In-Fact

POWER OF ATTORNEY

Bond # _____

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

NANCY TALBOT-FRICKMAN, SEBASTIAN RODO, RUSTIE CROSSMAN

Mystic, CT

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 25, 2022

Irene Martins, Assistant Secretary