BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Gerber Construction, Inc.

as Principal, and Travelers Casualty and Surety Company of America
a corporation duly organized under the laws of the State of Connecticut as Surety are held and firmly bound unto the **City of New London, 181 State Street, New London, CT 06320,** hereinafter called the "Owner" in the sum of Five Percent of the Amount Bid Dollars ($ 5% of bid), for the payment of which sum well and truly to be made, the said Principal and Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid dated June 8, 2021 to City of New London Multi-Use Trail Project No.: 2021-12

NOW THEREFORE, if the Owner shall accept the bid of the Principal and the Principal shall enter into a Contract with the Owner 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 Owner the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Owner 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 4th day of June 2021

Gerber Construction, Inc.
(Principal) (Seal)

(Witness)

(Title) Ronald Gerber, president

Travelers Casualty and Surety Company of America
(Surety) (Seal)

(Witness)

(Title) Erik Partridge, Attorney-in-Fact

Attorney-in-Fact, State of Connecticut, Power-of-Attorney for person signing for Surety Company must be attached to Bond.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Steven Gerber certify that I am the vice president, of the Corporation named as Principal in the within bond; that Ronald Gerber who signed the said bond on behalf of the Principal was then the president of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

Affix Corporate Seal

Title vice president

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Erik Partridge** of **Glastonbury** **Connecticut**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **4th** day of **June**, **2021**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

BID PROPOSAL

PROJECT IDENTIFICATION:

City of New London Multi-Use Trail

THIS BID IS SUBMITTED TO:

Department of Finance-Purchasing Agent
13 Masonic Street
New London, Connecticut 06032
Attention: Julie Chapman, Purchasing Agent

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt all of which is hereby acknowledged (List Addenda by Addendum Number and Date):

   1 6-3-21

2. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

3. Bidder is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

4. Bidder has carefully studied all reports and explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Utilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, Underground Facilities) at or

contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs related thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of the Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

5. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

6. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

8. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

9. Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID No.1: NEW LONDON MULTI-USE TRAIL PROJECT (STA. 104+50 TO STA. 110+00)

Bidder will complete the Work in accordance with the Contract Documents for the following LUMP SUMP price:

Four Hundred Ninety Thousand Dollars and Zero Cents
Dollars (in words)

$490,000.00
(in numbers)

The undersigned affirms that the above lump sum price represent the entire cost per plan (excluding Base Bid No.2 & 3), specifications, addenda, including all labor, materials, tools, equipment, overhead, profit and not no claim will be made on account of any increase in wage scales, materials prices, delivery delays, taxes, insurance, cost indexes or any other rates affecting the construction industry or this project.

BASE BID No.2: Complete Assembly for **"ARIS WIND'S OFF-GRID REMOTE POWER UNIT (RPU)" – LUMP SUM price:**

Bidder will complete the installation of concrete foundation and the complete assembly of seven (7) units of 29'-7" - **"ARIS WIND'S OFF-GRID REMOTE POWER UNIT (RPU)"**, as specified on the plans, complete in place, which price shall include all materials, equipment, tools and labor incidental thereto. This work is associated with the New London Multi-Use Trail Project, in accordance with the Contract Documents for the following LUMP SUM price:

ALTERNATE No.1: Installation of **"SEVEN (7) CONCRETE FOUNDATION"** as specified on the plans for the installation of proposed Aris Wind's Off-Grid Remote Power Unit (RPU), associate with the New London Multi-Use Trail Project, in accordance with the Contract Documents for the following LUMP SUM price:

(Add/Deduct)
Thirty Seven Thousand Dollars and Zero Cents
Dollars (in words)

$ 37,000.00
(in numbers)

ALTERNATE No.2: Installation of **"SEVEN (7) ARIS WIND'S OFF-GRID REMOTE POWER UNIT (RPU)** equipped with 300W of rated power output, solar panel size of 64.6 inch by 36.3 inch and one (1) LED Lighting lamp, as specified on the plans, associate with the New London Multi-Use Trail Project, in accordance with the Contract Documents for the following LUMP SUM price:

(Add/Deduct)
One Hundred Thirty Eight Thousand Dollars and Zero Cents
Dollars (in words)

$ 138,000.00
(in numbers)

BASE BID No.3: Installation of **"ADDITIONAL 450 LINEAR FEET (STA. 100+00 TO STA. 104+50) OF MULTI-USE TRAIL"**

Bidder will complete the additional Work of installing approximately additional 450 linear feet of multi-use trail (Sta. 100+00 to Sta. 104+50), completed in place, in accordance with the Contract Documents for the following LUMP SUMP price:

(Add/Deduct)
Ninety Nine Thousand Dollars and Zero Cents
Dollars (in words)

$ 99,000.00
(in numbers)

BASE BID SUMMARY:

A. TOTAL FOR BASE BID No. 1

$ 490,000.00 (in numbers)

B. TOTAL FOR BASE BID No.2

Alternate 1:

$ 37,000.00 (in numbers)

Alternate 2:
$ 138,000.00 (in numbers)

C. TOTAL FOR BASE BID No.3

$ 99,000.00 (in numbers)

TOTAL PROJECT BASE BID (A + B + C)

Seven Hundred Sixty Four Thousand Dollars and Zero Cents
Dollars (in words)

$764,000.00
(in numbers)

UNIT PRICE ADJUSTMENT SCHEDULE

ITEM NO.	SPECIFICATION SECTION	UNIT OF MEASURE		UNIT PRICE($)
1.	BITUMINOUS PAVEMENT	TONS	200.00	

UNIT PRICE IN WORDS: Two Hundred Dollars and Zero Cents

2.	ADDITIONAL PEDESTRIAN GUIDE RAIL	LF	159.00	

UNIT PRICE IN WORDS: One Fifty Nine Dollars and Zero Cents

All Unit Price Adjustments are for in-place materials and final payment of these items will be based upon actual measured quantities.

10. Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with Article 15 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

11. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

12. The following documents are attached to and made a part of this Bid:

    Required Bid Security in the form of 5% Bid Bond

13. Communications concerning this Bid shall be addressed to the address of Bidder below.

14. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the same meanings indicated in the General Conditions or Instructions to Bidders.

SUBMITTED on: June 8, 2021.

By: Ronald Gerber Title: president

Bidder: Gerber Construction Inc.

Address: 1 Nutmeg Dr.
Ellington, CT 06029

SEAL – if Bid is by a Corporation

NON-COLLUSION AFFIDAVIT OF BIDDER

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Connecticut)
) ss. Ellington
County of Tolland)

Ronald Gerber, being first duly ~~sworn~~ affirmed, deposes and say that:

(1) He is president of Gerber Construction Inc. herein referred to as the "Bidder" that has submitted the attached bid;

(2) He is fully informed respecting the preparation and content 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 other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of New London, CT 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 of interest, including this affiant.

(6) That no officer or employee or person whose salary is payable in whole or in part from the City of New London is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Signed _____

Title president

Subscribed and ~~sworn~~ affirmed before me this

8th day of June 2021

Caroline C Ransom
(Notary Public)

My Commission expires November 30, 2023

City Of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Proposals

ADDENDUM # 1

Proposal No.: **2021-12**

Addendum No.: 1 **Date Issued: June 3, 2021**

City of New London Multi-Use Trail

Opening Date and Time: June 8, 2021 at 2:00PM

Bidders Notes: This addendum is issued to provide all potential bidders with answers to questions submitted.

All other terms and conditions remain the same.

This Addendum cover page must be signed and returned with your bid.

Authorized Signature of Bidder

Gerber Construction Inc.
Company Name

Return Bid To:

Joshua Montague, Accounting Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Bids cannot be accepted after the Bid Opening Date and Time indicated abo

City of New London
Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Anti-Fracking Provision

We Gerber Construction Inc. hereby submit a bid for materials, equipment and/or labor for the City of New London. The Bid is for bid documents titled **Bid No. 2021-12 City of New London Multi-Use Trail**. We hereby certify under penalty of perjury that no natural gas waste or oil waste will be used by the undersigned bidder or any contractor, sub-contractor, agent or vendor agent in connection with the bid; nor will the undersigned bidder or any sub-contractor, agent or vendor agent thereof apply any natural gas waste or oil waste to any road or real property within the City of New London as a result of the submittal of this bid if selected.

6/8/2021
DATE

Signature of Authorized Signer

City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Bid No.: 2021-12

City of New London Multi-Use Trail

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: May 14, 2021

Date documents received: 5 / 24 / 2021

Do you plan to submit a response? Yes X No____

Print or type the following information:

Company Name: Gerber Construction Inc

Address: 1 Nutmeg Dr.
Ellington, CT 06029

Telephone: 860-875-6684 Fax: N/A

E-mail: evan@gerberconstructioninc.com

Received by: Evan Gerber

Note: Faxed or e-mailed acknowledgements are requested.
Fax No.: (860)447-5297
E-mail: jmontague@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.

Affirmative Action – Equal Opportunity Employer

1 Nutmeg Dr.
Ellington, CT 06029
(860) 875-6684
AA/EOE

AFFIRMATIVE ACTION POLICY STATEMENT

It has always been the policy and will continue to be the strong commitment of Gerber Construction Inc. _____ and all contractors and subcontractors who do business with this City to provide equal opportunities in employment to all qualified persons solely on the basis of job-related skills, ability and merit. Gerber Construction Inc. _____ 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. Gerber Construction Inc. _____, 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.

6/8/2021
DATE

Signature of Authorized Signer
Ronald Gerber, president

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name Gerber Construction Inc.

Address and Zip Code 1 Nutmeg Dr.

Ellington, CT 06029

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   Yes (x) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract
   Yes (x) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
   Yes (x) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Ronald Gerber, president

Name and Title of Signer (Please Type)

Signature

6/8/2021

Date

CERTIFICATION OF NON-SEGREGATED FACILITIES

This Bidder certifies that he does not maintain or provide his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any locations, under his control, where segregated facilities are maintained. The Bidder agrees that a breach of his certification will be a violation of the Equal Opportunity clause and any Contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed Subcontractors for specific time periods) he will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt form the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have already submitted identical certifications for the specific time periods):

> "Notice to prospective subcontractors of requirements for non-segregated facilities. A certification of non-segregated facilities must be submitted prior to the award of a subcontract exceeding the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

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

Date: June 8, 2021

By: _____

Official Address: 1 Nutmeg Dr.
Ellington, CT 06029

Title: president

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 Part II, Section 203(b), (30 FR 12319, 12935). The implementing rules and regulations provide that any bidder or prospective contractor, or any of its proposed subcontractors, shall state whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name Gerber Construction Inc.

Address and Zip Code 1 Nutmeg Dr.

Ellington, CT 06029

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

   Yes (x) No ( ) If answer is yes, identify the most recent contract.

2. Compliance reports were required to be filed in connection with such contract or subcontract
   Yes (x) No ( ) If answer is yes, identify the most recent contract.

3. Bidder has filed all compliance reports due under applicable instructions, including SF. 100.
   Yes (x) No ( ) Not Required ( )

4. If answer to Item 3 is "No" please explain in detail on reverse side of this Certification.

Certification - The information above is true and complete to the best of my knowledge and belief. A willfully false statement is punishable by law (U.S. Code, Title 18, Section 1001).

Ronald Gerber, president

Name and Title of Signer (Please Type)

Signature

June 8, 2021

Date

State of Connecticut

Department of Administrative Services

Construction Contractor Prequalification Program

This certifies

Gerber Construction Inc.

1 Nutmeg Drive, Ellington, CT 06029

As a

Prequalification Construction Contractor

September 28, 2020 through September 27, 2021

CONTACT INFORMATION

Name: Caroline Ransom
Phone: (860) 875-6684
Fax:
Email: sales@gerberconstructioninc.com

Name: Lori Bahler
Phone: (860) 875-6684
Fax:
Email: sales@gerberconstructioninc.com

Effective Date	Aggregate Work Capacity (AWC)	Single Limit (SL)	Classifications
9/28/2020	$40,000,000.00	$20,000,000.00	GENERAL BUILDING CONSTRUCTION (GROUP A), SEWER AND WATER LINES, SITEWORK

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/dasprequal or call (860) 713-5280.

Name: Ron Gerber
Phone: (860) 875-6684
Fax:
Email: ron@gerberconstructioninc.com

Classification Name	Description
GENERAL BUILDING CONSTRUCTION (GROUP A)	The undertaking of general contracts for the construction of buildings(i.e. new construction, renovation, rehabilitation, alteration, addition, etc. The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes those designs that are repetitive, conventional in character, require minimum design based on pre-engineered components/systems, and that pose minimum effort by the design professional. Examples include repetitive designs, dormitories, warehouses, basic building structures without interior finishes, ceiling replacement, pre-engineered components, recreation facilities, etc.Note: If you are prequalified for General Building Construction under Group B and or Group C, you are automatically prequalified for Group A. ALSO If you are prequalified for General Building Group A you will automatically be prequalified for GENERAL TRADES.Note: For the purposes of DAS Construction Contractor Prequalification, contractors in this classification are not required to be registered as a major contractor with the Department of Consumer Protection. However, there may be specific projects within this classification that require a major contractor registration from the Department of Consumer Protection.
SEWER AND WATER LINES	The construction, rehabilitation and/or reconstruction of waterlines, sewer lines and ancillary works, including well drilling.
SITEWORK	Work customarily performed by this industry, including earthwork activities (excluding tunneling and mining, special foundations and load bearing elements); utility systems including installation of drainage systems; exterior improvements (excluding plantings) including horizontal paving work not requiring mortar; site preparation and site remediation.

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.
For information regarding the DAS Contractor Prequalification Program visit http://portal.ct.gov/dasprequal or call (860) 713-5280.

State of Connecticut

Department of Administrative Services
Supplier Diversity Program

This Certifies **Gerber Construction Inc.**

1 Nutmeg Drive Ellington CT 06029

As a *Small Business Enterprise*
December 12,2019 through December 12,2021

Owner(s): Ronald Gerber

Contact: Caroline Ransom **Telephone:** (860) 875-6684 Ext: **FAX:**
E-Mail: sales@gerberconstructioninc.com **Web Address:** www.gerberconstructioninc.com
****Affiliate Companies:**

Meg Yetishefsky
Supplier Diversity Director

Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.