CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Bolton, Connecticut (Owner) and

All Seasons Landscaping Inc. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:

1. **Filling and re-grading of the town green along with relocation of an existing gazebo.**

2. The Site of the Work includes property, and designated work areas described in greater detail in the Contract Documents but generally located at the **Town Green along Bolton Center Road and Old Bolton Road.**

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.

B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2.02 Contract Documents Defined

A. The Contract Documents consist of the following documents:

1. This Contract.
2. Performance bond.
3. Payment bond.
4. Specifications listed in the Table of Contents.
5. Addenda.

Addendum No.	Addendum Date
NA	NA

6. Exhibits to this Contract (enumerated as follows):
   a. ~~Exhibit 1 – CTDOT Standard Drawings.~~ Contract Drawings titled "Lori Road Drainage Repairs".
7. **The following documents are to be submitted with and made a condition of this Bid:**
   a. Non-Collusion Affidavit.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
   a. Notice of Award Form.
   b. Notice to Proceed.
   c. Work Change Directives (EJCDC C-940).
   d. Change Orders (EJCDC C-941).
   e. Field Orders.
   f. Certificate of Substantial Completion.

ARTICLE 3 - ENGINEER

3.01 Engineer

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

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

A. The Work will be substantially completed within 60 days after the Effective Date of the Contract. ~~and completed and ready for final payment within **[Number of Days]** days after the Effective Date of the Contract.~~

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

A. Owner shall pay Contractor in accordance with the Contract Documents at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	All WORK included in the Contract Documents for Town Green Improvements except for WORK included under Items 2 through 6	L.S.	1	$423,951.12	$423,951.12
2	Additional Processed Aggregate Base As Ordered By Engineer (A.O.B.E.)	C.Y.	30	$124.92	$3,747.60
3	Additional Polymer Blended Stone Dust As Ordered By Engineer (A.O.B.E.)	C.Y.	10	$510.00	$5,100.00
4	Additional 3/4" Crushed Stone As Ordered By Engineer (A.O.B.E.)	C.Y.	20	$195.18	$3,903.60
5	Additional Geotextile As Ordered By Engineer (A.O.B.E.)	S.Y.	60	$3.72	$223.20
6	Additional Concrete Sidewalk (HMA) Pavement (A.O.B.E.)	S.F.	120	$26.00	$3,120.00
Total of all extended prices for Estimated Quantities of Work					$ 440,045.52

Final payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

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

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Connecticut }
}SS.
County of New Haven }

Lou LaVecchia, being first duly sworn, deposes and says that:

(1) He is Vice President of All Seasons Landscaping, the Bidder that has submitted the attached Bid;

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

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

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

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

(Signed) _____

Vice President
(Title)

Subscribed and sworn to before me

this 1st day of October, 2026

Rebecca Kenyon
Notary
(Title)

REBECCA KENYON
Notary Public, State of Connecticut
My Commission Expires 11/30/2029

My Commission Expires 11/30/2029.

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The All Seasons Landscaping
Company Name

~~HAS~~ / **HAS NOT**
(Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or ~~HAS~~ / **HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

The list of violations (if applicable) is attached.

All Seasons Landscaping
(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature:

Lou LaVecchia
Name Typed: *(Corporation Seal)*

Title: Vice President
(Title of Above Person, typed)

Dated: 10/1/2026

State of Connecticut)
County of New Haven) *ss:* 10/1 *A.D., 20* 26
)

Sworn to and personally appeared before me for the above, All Seasons Landscaping,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

Lou LaVecchia, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

Vice President.
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:
11/30/2029

Rebecca Kenyon
(Notary Public) *(Seal)*

REBECCA KENYON
Notary Public, State of Connecticut
My Commission Expires 11/30/2029

<< Return

To print the certifcate, right click on the page and select "Printable Version". A new tab will open where you can print the page by pressing Ctrl+P.

State of Connecticut

Department of Administrative Services

Construction Contractor Prequalification Program

This certifies

All Seasons Landscaping Inc.

120 Commerce Court First Floor Suite Cheshire, CT 06410

as a

Prequalification Construction Contractor

April 02, 2026 through April 01, 2027

CONTACT INFORMATION

Name: Maryann Lubanda
Phone: 8609532471
Email: maryann@aslct.com
Name: Louis LaVecchia
Phone: 8602503150
Email: lou@aslct.com

Aggregate Work Capacity (AWC)	Single Limit (SL)
$8,000,000.00	$5,000,000.00

Classifications	Description
LANDSCAPING	Work related to the planning and development of the land for specific use, usually associated with siting a building, or another stated activity such as a recreation area, park or other passive use. The work normally involves the modification of the earth contours; the development of movement pattern such as walks, drives and other paths to achieve a given design; work also includes the selection and placement of plant materials to enhance the site as well as the coordination of other site essentials such as water and power for lighting and work purposes.
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.

Updated on 03/11/2026 07:49:14 AM

Print Page / Save Page as PDF

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION

450 Columbus Boulevard ✦ Hartford Connecticut 06103

Attached is your Home Improvement Contractor registration. This registration is not transferable. The Department of Consumer Protection must be notified of any changes to your registration within thirty (30) days of such change. Questions regarding this registration can be emailed to the License Services Division at dcp.licenseservices@ct.gov.

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can access your account with your User ID and Password at www.elicense.ct.gov to verify, add or change your email address.

Visit our website at www.ct.gov/dcp to verify registrations, apply online and to obtain the booklet for The Connecticut Contractor for Home Improvement and New Home Construction.

ALL SEASONS LANDSCAPING INC
120 Commerce Court
First Floor Suite
CHESHIRE, CT 06410

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
HOME IMPROVEMENT CONTRACTOR
ALL SEASONS LANDSCAPING INC
120 COMMERCE COURT
CHESHIRE, CT 06410

Registration #	Effective	Expiration
HIC.0608610	04/01/2026	03/31/2027

SIGNED _____

STATE OF CONNECTICUT ✦ DEPARTMENT OF CONSUMER PROTECTION

Be it known that

ALL SEASONS LANDSCAPING INC
120 COMMERCE COURT
CHESHIRE, CT 06410

has satisfied the qualifications required by law and is hereby registered as a

HOME IMPROVEMENT CONTRACTOR

Registration #: HIC.0608610
Effective: 04/01/2026
Expiration: 03/31/2027

Bryan T. Cafferelli, Commissioner

AIA® Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Town of Bolton, CT

ADDRESS: 222 Bolton Center Road.Bolton CT 06043

SUBMITTED BY: Lou LaVecchia

NAME: All Seasons Landscaping Inc.

ADDRESS: 120 Commerce Court. Cheshire, CT 06410

PRINCIPAL OFFICE:

[X] Corporation
[ ] Partnership
[ ] Individual
[ ] Joint Venture
[ ] Other

NAME OF PROJECT: *(if applicable)* Town Green Improvements

TYPE OF WORK: *(file separate form for each Classification of Work)*

[X] General Construction
[ ] HVAC
[ ] Electrical
[ ] Plumbing
[ ] Other: *(Specify)*

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 51

§ 1.2 How many years has your organization been in business under its present business name? 51

§ 1.2.1 Under what other or former names has your organization operated? N/A

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: 4/22/1988

§ 1.3.2 State of incorporation: Connecticut

§ 1.3.3 President's name: Jaime LaVecchia

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:24:27 on 08/21/2015 under Order No.7051234470_1 which expires on 01/03/2016, and is not for resale.
User Notes:
(1735340133)

§ 1.3.4 Vice-president's name(s) Louis LaVecchia

§ 1.3.5 Secretary's name: Jaime LaVecchia
§ 1.3.6 Treasurer's name: Louis LaVecchia

§ 1.4 If your organization is a partnership, answer the following:
§ 1.4.1 Date of organization:
§ 1.4.2 Type of partnership (if applicable):
§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:
§ 1.5.1 Date of organization:
§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable. HIC.0608610

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.
Sitework, Landscaping, Fencing, Site Furnishings, Trenching

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
§ 3.2.1 Has your organization ever failed to complete any work awarded to it? No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:24:27 on 08/21/2015 under Order No.7051234470_1 which expires on 01/03/2016, and is not for resale.
User Notes: (1735340133)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Separate sheet provided

§ 3.4.1 State total worth of work in progress and under contract: $4,352,210.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. Separate sheet provided

§ 3.5.1 State average annual amount of construction work performed during the past five years:
$5,100,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization. Separate sheet provided

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References: Christopher Thomas, T 401-455-2929 Email. Christopher.Thomas@TD.com
TD Bank
Senior Relationship Manager

§ 4.3 Surety:

§ 4.3.1 Name of bonding company: Merchants National Bonding Inc.

§ 4.3.2 Name and address of agent: Gallagher
Craig Meeker
One Corporate Drive, Suite 310, Shelton, CT 06484
T 860-418-5322 Email. craig_meeker@ajg.com

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets; Separate sheet provided if requested

Other Assets;

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:24:27 on 08/21/2015 under Order No.7051234470_1 which expires on 01/03/2016, and is not for resale.
User Notes: (1735340133)

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Kask & Company 12/31/2025
12 National Drive.
Glastonbury, CT 06033

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

AIA Document A305™ – 1986. Copyright © 1964, 1969, 1979 and 1986 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 08:24:27 on 08/21/2015 under Order No.7051234470_1 which expires on 01/03/2016, and is not for resale.
User Notes: (1735340133)