CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Town of Bolton, Connecticut (Owner) and Martello Enterprise. LLC (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

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

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

1. **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.

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

A. The Contract Documents consist of the following documents:

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

Addendum No.	Addendum Date
1	9/30/26

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.~~

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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	$369.160.00	$369.160.00
2	Additional Processed Aggregate Base As Ordered By Engineer (A.O.B.E.)	C.Y.	30	$100.00	$3,000.00
3	Additional Polymer Blended Stone Dust As Ordered By Engineer (A.O.B.E.)	C.Y.	10	$100.00	$1,000.00
4	Additional 3/4" Crushed Stone As Ordered By Engineer (A.O.B.E.)	C.Y.	20	$100.00	$2,000.00
5	Additional Geotextile As Ordered By Engineer (A.O.B.E.)	S.Y.	60	$10.00	$600.00
6	Additional Concrete Sidewalk (HMA) Pavement (A.O.B.E.)	S.F.	120	$27.00	$3,240.00
Total of all extended prices for Estimated Quantities of Work					$379,000.00

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

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NON-COLLUSION AFFIDAVIT OF BIDDER

State of Connecticut }
}ss. Waterbury
County of New Haven }

Erica Dichello, being first duly sworn, deposes and says that:

(1) He is Member of Martello Enterprise. LLC, the Bidder that has submitted the attached Bid;

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

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

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

Member
(Title)

Subscribed and sworn to before me

this 1 day of October, 2026

_____

Asm
(Title)

Sherri Nuzzo
Notary Public, State of Connecticut
My Commission Expires Feb 28, 2027

My Commission Expires Feb 28, 2027

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 Martello Enterprise. LLC *(Company Name)* ~~HAS / HAS NOT~~ *(Cross out Non-applicable)* N/A

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. N/A

The list of violations (if applicable) is attached.

Martello Enterprise. LLC
(Name of Firm, Organization or Corporation)

Signed: _____
Written Signature:

Erica Dichello
Name Typed: *(Corporation Seal)*

Title: Member
(Title of Above Person, typed)

Dated: Oct. 1, 2026

State of Connecticut)
County of New Haven) *ss:* Waterbury *D.*, 2026
)

Sworn to and personally appeared before me for the above, Martello Enterprise. LLC *(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

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

Member *(Title of Person appearing in front of Notary or Clerk)*.

My Commission Expires:

_____
(Notary Public) *(Seal)*

Sherri Nuzzo
Notary Public, State of Connecticut
My Commission Expires Feb 28, 2027

PROPOSAL

TOWN GREEN IMPROVEMENTS

BOLTON, CT

BID PROPOSAL FROM:

NAME: Martello Enterprise LLC

STREET: 263 Vista View Dr

CITY, STATE: Southbury, CT 06488

EMAIL: martelloenterprise@gmail.com

PHONE: 860-384-5182

QUALIFICATION: We never default any contracts. Current contracts on hand

Town of Oxford Project Amount: $179,000.00

Town of Westport Project Amount: $282,000.00

Equipment available for performing the work under this contract as follow

Excavator, Dozer, Loader, Roller. ETC.

Erica Dichello

x

Business profile

- Overview
- Business details
- Action items
- Credentials

Martello Enterprise LLC

263 VISTA VIEW DR, Southbury CT 06488 United States

Active

Not dissolved, forfeited, cancelled or revoked

Principal Details

Name
Gerald Rivera
address
263 vista view dr , Southbury CT 06488 United States

Name
Erica Dichello
address
,

Business details

Need to update your business info? Make business changes now. (businessinformation)

General information

Business name
Martello Enterprise LLC

Business status
Active

Date formed
01/18/2018

Chat with us

Business id
1260932

NAICS code
Landscaping Services (561730)

Citizenship
Domestic

Business email address
ERICADICHELLO@GMAIL.COM

NAICS sub code

Citizenship/place of formation
CT

Business address
263 VISTA VIEW DR
Southbury CT 06488 United States

Mailing address
263 VISTA VIEW DR
Southbury CT 06488 United States

Principal Details

Name
Gerald Rivera

Title
Member

Type
Individual

Business address
263 vista view dr , Southbury CT 06488
United States

Mailing address
72 Village wood dr , waterbury CT 06488
United States

Name
Erica Dichello

Title
Managing Member

Type
Individual

Business address
,

Mailing address
263 Vista View Dr , Southbury CT 06488
United States

Agent Details

Name
ERICA DICHELLO

Type
Individual

Business address
263 VISTA VIEW DR
Southbury CT 06488 United States

Mailing address
263 VISTA VIEW DR
Southbury CT 06488 United States

Residence Address
263 VISTA VIEW DR
Southbury CT 06488 United States