

Town of Colchester
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Invitation to Bid
Town School Snow and Ice Control Services
Town of Colchester
RFP #2020-08

9 September 2020

Bids shall be addressed to and received by First Selectman, Mary Bylone, 127 Norwich Avenue, Suite 201, Colchester, Connecticut 06415 on or before 2:00 P.M. Friday, 2 October 2020. Bids shall be submitted in a sealed envelope clearly marked, **"Town School Snow and Ice Control Services RFP 2020-08"**.

Bid opening shall take place at the Colchester Town Hall, Office of the First Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at 2:30 P.M. Friday 2 October 2020.

Any questions concerning this bid may be answered by contacting James Paggioli, Public Works Director at (860) 537-7288.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectmen. The Colchester Board of Selectmen reserves the right to reject any and all bids and to make such awards, including acceptance of other than the lowest bid, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectmen, it would be in the best interest of the Town of Colchester to do so.

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INSTRUCTIONS TO BIDDERS

1. **GENERAL**

The Town of Colchester is soliciting bids for snow and ice control services at its four schools. The bid is presented with two primary options with both having two sub-options:

Option 1 – Each school site – on a per storm price

A rate per storm for snow removal and application of salt

Sub-option A – Contractor to supply the treated salt

Sub-option B – Contractor to use Town-supplied treated salt

Option 2 – Each / All school sites – on a fixed total season price

A rate per school for a total season price for snow removal and application of salt – all storms and Icing Conditions-Refreezing, etc.

Sub-option A – Contractor to supply the treated salt

Sub-option B – Contractor to use Town-supplied treated salt

A Snow Storm is defined as: All accumulation resulting from the effects of a named storm counts as one occasion. In the cases where the ice or snow event is too insignificant to receive a name, a storm occasion will be defined as a continuous ice and/or snow event depositing 1 inch or more, with a break in the precipitation of no more than six (6) hours.

For the purposes of comparing bids, the following information regarding number of storms, ice conditions requiring response, and the number of light snow events of less than 1 in. and checks requiring responses for the past three seasons are listed below:

Year	Storms	Ice	Dustings	Checks	Total
2017-2018	19	8	4	10	41
2018-2019	12	10	8	5	35
2019-2020	4	15	12	10	41

The bid gives the prospective bidders the opportunity to bid on one, two, or three years on either or both options.

Prospective bidders, at their discretion, may bid on any one or all of the sites as presented and at the bidders discretion may bid on Option 1 or Option 2 or both.

It is preferred to award all sites on a fixed price per year arrangement with the full three year time period being bid. Subsequent to that, either Option 1 or Option 2 for each site and award may be made on a one year or multiple year basis in a manner which will best serve the Town of Colchester

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2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Town of Colchester. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued will be on file in the office of the First Selectman at least five days before Bids are opened. In addition, all Addenda will be mailed to each person to whom Contract Documents have been issued, but it shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3. INSPECTION OF SITE – PRE-BID CONFERENCE

A pre-bid conference will be held on Friday, 25 September 2020 at 9:00 a.m. at the Colchester Town Hall (127 Norwich Avenue, Colchester) and may proceed to each of the schools. While attendance at the pre-bid meeting is not required in order to submit a proposal, it is highly recommended.

Each Bidder should visit the site of the proposed work and fully acquaint him/herself with the existing conditions there, and should fully inform him/herself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize him/herself with the attached Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it due to his/her failure to receive or examine any form or legal instrument or to visit the site and acquaint him/herself with the conditions there existing and the Town of Colchester will reject any claim based on the facts regarding which he/she should have been on notice.

4. BIDS

- A. Each bid must be submitted on the enclosed bid sheet. All blank spaces must be filled in as noted in ink and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.
- B. The bidder shall sign his/her bid in the blank space provided for this purpose. If the bid is made by a partnership, or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and

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addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

- C. Bidders shall furnish with their bids the following:
 - 1. Bid Guaranty
 - 2. Non-Collusion Affidavit of Prime Bidder
 - 3. Statement of Bidder's Qualifications
 - 4. Certification of Bidder Regarding Equal Employment Opportunity
 - D. The Town of Colchester may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may at its option waive any informalities, or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered.
5. BID GUARANTY
- A. The bid must be accompanied by a bid guaranty which shall not be less than \$1,000 (one-thousand dollars) or 5% of the bid, whichever is greater. Bid guaranty for "per event" bids shall be based on the "per event" rate times 26 storm events (this number is in no way a guarantee or representation of future events). The bid guaranty may be in the form of a Bid Bond issued by a Surety licensed in the State of Connecticut or in the form of a certified check.
 - B. Revised bids submitted, before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
 - C. Bid bonds or Certified checks, or the amount thereof, of unsuccessful bidders, will be returned as soon as practicable after the opening of the bids.

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6. NON-COLLUSIVE AGREEMENT

Each bidder submitting a bid to the Town of Colchester for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted.

7. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, as noted in the Form of Bid, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the bidder's qualifications, his/her experience record in performing the type of work embraced in the Contract, and his/her organization and equipment available for the work contemplated; and, when specifically requested by the Town of Colchester shall also submit a detailed financial statement. The Town of Colchester shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his/her obligations under the contract and the bidder shall furnish the Town of Colchester all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town of Colchester that the bidder is qualified to carry out properly the terms of the Contract.

8. CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the bidder.

9. TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be kept securely sealed. No bid received thereafter will be considered.

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town of Colchester will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

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11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder and received by the Town of Colchester in time for the bid opening. The bid guaranty of any bidder withdrawing his/her bid in accordance with the foregoing conditions will be returned promptly.

12. AWARD OF CONTRACT; REJECTION OF BIDS

- A. The contract will be awarded within sixty (60) days after the date of the bid opening, to the lowest qualified responsible bidder complying with the conditions of the Invitation for Bids. The bidder(s) to whom the award(s) is/are made will be notified at the earliest possible date. The Town of Colchester, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.
- B. The Town of Colchester reserves the right to consider as unqualified to do the work required by these Contract Documents any bidder who does not habitually perform with his/her own forces and equipment the major portions of the work involved in these Contract Documents.
- C. The ability of any bidder to obtain a bid bond will not be regarded as the sole test of such bidder's competency or responsibility.
- D. The Town of Colchester will not award the Contract to any contractor who, at the time of the award, is ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.
- E. If the contract is awarded, it will be awarded by the Town of Colchester to the lowest qualified responsible bidder. The contract will require the completion of work in accordance with the Contract Documents.
- F. The Town of Colchester reserves the right to discontinue service at any school if conditions or internal arrangements are made after bids are accepted.

13. EXECUTION OF AGREEMENT

- A. Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Town of Colchester the Agreement in the form included in the Contract

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Documents, in such number of copies as the Town of Colchester shall require.

- B. Bidder must furnish to the Town First Selectman, Public Works Director, Highway Supervisor, Park Maintenance Supervisor, Facilities Manager, School Superintendent, and Chief Financial Officer, in writing within 10 days of bid award, a phone number where they can be reached or where messages and instructions may be left for them from the hours of 4:00 a.m. to 10:00 p.m. Monday through Sunday, inclusive.
- C. The failure of the successful bidder to execute such Agreement and to supply the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town of Colchester grant based upon reasons determined sufficient by the Town of Colchester, shall constitute a default and the bidder's bid bond or guaranty shall be forfeited to the Town of Colchester as liquidated damages. The Town of Colchester may either award the Contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Town of Colchester for a refund.

14. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Colchester within ten (10) calendar days after the execution of the Contract by the Town or the deposit of the required bonds and insurance policies whichever is later.

15. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

16. TAXES

Bids should not include federal excise or state sales taxes, as Town of Colchester is exempt from payment of any such taxes.

17. INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in

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the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability

Limits of Liability: Each Occurrence - \$1,000,000

General Aggregate - \$2,000,000

- includes coverage for:

1. Products/Completed Operations.
2. Contractual Insurance.
3. Broad Form Property Damage.
4. Independent Contractors.
5. Personal Injury.
6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Excess/Umbrella Liability:

Each Occurrence - \$3,000,000

General Aggregate - \$3,000,000

D. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge

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to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

18. NOTICE TO BIDDERS

The bidder understands by signing this bid that the Town of Colchester shall reject any bid that has lump sum prices or unit prices which are, in the opinion of the purchasing agent, obviously out of sync or unrealistic. The bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro-rata profit and pro-rata overhead cost to perform the work described in the contract documents.

19. BACKGROUND CHECKS

All vendors working in the Colchester Public Schools must have their employees submit to a state and national criminal history records check. Cost for the background history checks shall be borne by the Contractor. Conviction of a crime is not an absolute bar to working in our schools. Rather, the Board will consider the following factors: (a) nature of the crime and its relationship to the job in question; (b) information concerning rehabilitation; and (c) the amount of time elapsed since the conviction or release from custody.

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RFP 2020-08
BID FORM

BID PRICES

The bid is presented with two primary options, each with two sub-options:

Option 1 – Sub-option A – Each school site – on a per storm price

A rate per storm for snow removal including supplying and application of salt

Location	Per Storm Charge for 2020/2021	Per Storm Charge for 2021/2022	Per Storm Charge for 2022/2023	Average Per Storm Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
All four schools inclusive				

Option 1 – Sub-option B – Each school site – on a per storm price

A rate per storm for snow removal and application of Town-supplied salt

Location	Per Storm Charge for 2020/2021	Per Storm Charge for 2021/2022	Per Storm Charge for 2022/2023	Average Per Storm Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
All four schools inclusive				

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Option 2 – Sub-option A – Each / All school sites – on a fixed total season price

A rate per school for a total season price for snow removal including supplying and application of salt – all storms

Location	LS Charge for 2020/2021	LS Charge for 2021/2022	LS Charge for 2022/2023	Average LS Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
Quantity Discount - All four schools inclusive				

Option 2 – Sub-option B – Each /All school sites – on a fixed total season price

A rate per school for a total season price for snow removal and application of Town-supplied salt - all storms

Location	LS Charge for 2020/2021	LS Charge for 2021/2022	LS Charge for 2022/2023	Average LS Charge for the three year period
Bacon Academy				
William Johnston Middle School				
Jack Jackter Intermediate School				
Colchester Elementary School				
Quantity Discount - All four schools inclusive				

Note:

For Sub-option B, treated salt must be loaded by the Contractor into their vehicle(s) at the Public Works Garage, 300 Old Hartford Road, Colchester.

Regardless of whether Sub-option A or B is selected by the Town, the Contractor shall maintain a record of the quantity of salt (obtained and) used at each location per event.

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The season shall be defined as from the first snow and/or ice storm to and including the last snow and/or ice storm in a given school year 20 October 2020 through 30 April 2021. Successive school years will be from the same dates of the applicable years until the final year of the contract.

The bid gives the prospective bidders the opportunity to bid a fixed price on one, two, or three years on either or both options.

Prospective bidders, at their discretion, may bid on any one or all of the sites as presented and at the bidders discretion may bid on Option 1, Option 2, or both options.

It is preferred to award all sites on a fixed price per year arrangement with the full three year time period being bid. Subsequent to that, either Option 1 or Option 2 for each site and award may be made on a one year or multiple year basis in a manner which will best serve the Town of Colchester

Note: Identify "NO BID" if submitter chooses not to bid on an option

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<p><u>EXCEPTIONS</u></p>

The undersigned bidder proposes the following Exceptions to the Specifications for Town School Snow and Ice Control Services.

Any price change related to the said Exceptions are specifically stated herewith. Supplementary data submitted with the proposal describes the Exceptions in detail.

Exception

Price Change
(Show + or -)

Name (Print)

Phone

Sign

Date

Title

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THE UNDERSIGNED FURTHER DECLARES that the signer of this Proposal is:

A. An INDIVIDUAL doing business as:

B. A PARTNERSHIP doing business as:

C. A CORPORATION entitled:

Organized under the laws of the State of:

And having its principal offices at:

The names of all partners of a partnership or the principal officers of a corporation must be submitted upon request.

MAILING ADDRESS OF BIDDER:

(Street)

(Town/City)

(State)

(Zip)

(Telephone)

(Email)

SIGNATURE OF BIDDER:

(Name of Individual, Partnership, or Corporation)

(Date)

BY:

(Signature of Authorized Representative)

(Title)

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NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) SS.
_____, being first duly sworn,

deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent) of _____ . The bidder that has submitted the attached bid.
2. He/she 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 collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, 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 prices or the Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Colchester or any person interested in the proposed Contract;
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; and
6. That no Town Official or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____
(Title) _____

Subscribed and sworn to before me this _____ day of _____, 2020.

(Title)

My commission expires _____, 2020.

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STATEMENT OF BIDDER'S QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1. Name of Bidder: _____
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: _____

4. When Organized: _____
5. If a Corporation, Where Incorporated: _____
6. How many years have you been engaged in snow and ice control work under your present firm or trade name?

7. Contracts on hand: (Schedule these, showing gross amount of each contract and the duration of the contract).

8. General character of work performed by you:

9. Have you ever failed to complete any work awarded to you? If so, where and why:

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10. Have you ever defaulted on a contract? If so, where and why.

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Colchester in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____ 2020.

(Name of Bidder)

By: _____

Title: _____

State of _____)
County of _____)SS

_____ being duly sworn, deposes and says that

he/she is of _____
(company name)

and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____ 2020

(Notary Public)

My Commission Expires: _____

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SAMPLE AGREEMENT

THIS AGREEMENT made this _____ day of October, 2020, by and between _____ herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for the lump sum, Unit Price , for a period of _____ years (_____), the annual/Unit payment shall be _____ Dollars (\$ xxxxxxxx) and considerations stated herein mutually agree to provide for snow removal services at the Colchester Public School properties as follows:

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for snow and ice control in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester.

Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section. .

Article 3. Contract. The executed contract documents shall consist of the following:

- | | |
|---------------------------|-----------------------------|
| a. This Agreement & Bonds | g. Supplemental Conditions |
| b. Addenda | h. Special Provisions |
| c. Invitations for Bids | i. Technical Specifications |
| d. Instruction to Bidders | j. Drawings |
| e. Signed Copy of Bid | k. Notice of Award |
| f. General Conditions | |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest:

(Contractor)

By:

(Name)

(Title)

TOWN OF COLCHESTER

Attest

By:

(Name)

(Title)

Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, was then _____ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal

(Signature)

(Corporation)

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SUPPLEMENTAL CONDITIONS

The following supplemental conditions shall modify, delete, and/or add to the General Conditions. Where any article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph, or subparagraph shall remain in effect and the supplemental conditions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the General Conditions is amended, voided, or superceded by any of the following paragraphs, the provision of such article, paragraph, or subparagraph not so amended, voided, or superceded shall remain in effect.

By submitting this bid, bidders agree to provide the snow and ice control services if and when needed to the schools on a top priority basis within the time frames stated or as might be directed by the Public Works Director or his designee(s).

1. **SCOPE OF WORK**

Furnish all equipment, vehicles, labor and supervision to perform the following:

- a. Remove all snow from entrance roadways, parking lots, and other areas as listed and specified herein. No school sidewalks are included in this bid.

Notwithstanding the 1 in. designation for definition of a billable "storm", snow is to be removed or sanded/salted as soon as accumulation reaches a depth of one half inch (1/2") or more, each and every time it snows.

Staff parking areas must be cleared by the time staff arrives. This must be completed even if the regular school day has been canceled or delayed in opening.

Sufficient emergency vehicle access plowing and/or sanding must be done when accumulation has met the minimum as stated above OR when snow and/or ice conditions dictate salt/sand should be applied. The access clearing and/or salting must be done on all storm days and/or when required by a thaw/freeze situation.

All areas requiring snow removal shall be completed by 7:00 am, including school days, non-school days, weekends, holidays, 7 days per week.

In the event of a heavy snow storm, the contractor **must** commence plowing once the accumulation reaches two inches (2") and plow continuously for the duration of the storm so as not to allow large accumulations of snow, and so that in the event emergency vehicles need to gain access to any part of the school grounds they will be able to do so.

Areas covered by the contract are also to be cleared if there is a scheduled athletic or other type of event at a school, including weekdays, Saturdays, Sundays, or holidays,

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and regardless of whether the school may have been canceled for that day. The principal at each school will supply a monthly schedule of such events.

No snow is to be piled on existing walks or drives.

No snow is to be piled or blown into entrance drive and/or walks.

During each storm, snow shall be directed away from buildings and sidewalks and is to be cleared from all parking spaces. This will maximize parking and avoid problems in future storms. A specified snow storage area may be designated by the Public Works Director and the building Principal, or their designated agent(s). All curbing is to be carefully avoided. Snow is not to be piled against fences. Fence damage and turf and curb repair will be the responsibility of the vendor.

Snow is not to be pushed or deposited on adjoining property or roads.

Immediate re-plowing, re-salting/sanding application, on a no-charge basis, will be attended to upon request of the Public Works Director or his designee at his/her discretion if the original operation is not satisfactorily completed.

Areas requiring snow plowing may be properly staked prior to the start of each snow season. This is to be done by the contractor.

b. Salt Application

To provide maximum safety for faculty and students, the spreading of salt/sand will be done when and where it is needed at the discretion of the successful bidder based on bidder's ongoing inspection for the duration of the storm and beyond, of each site awarded to him/her, or by the specific request of the Public Works Director, School Principal, or their designee(s)

c. Salt all areas after removal of snow.

Salting of all areas that have had snow removal shall be started immediately after removal of all snow. Additional salting or more frequent salting shall be done if so directed by the Public Works Director, the Director of Operations or their designee(s).

d. Salt all areas after ice storms.

In the event of slippery conditions due to ice storms, freezing rain, or icy conditions, salting shall be started immediately. The Public Works Director, the Director of Operations, or their designee(s), may order said salting at any time, if in their judgment they feel it is required to maintain safe driving and walking conditions. Spreading of salt shall be done by mechanical spreaders attached to the rear of the trucks. Salt is to be treated ice control salt, the same as used by the Town of Colchester.

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e. Spot Salting

Spot salting shall be performed where run-off from melted snow has frozen or where localized icing/slippery conditions exist. This salting shall be done daily, if need be, and completed prior to school opening (7:00 am) or any other event taking place at any school at **no** extra cost to the owner.

f. Sweeping

At the end of the snow plowing season during the April vacation and before final payment for the year, all school areas that have been salted shall be swept clean and all salt removed from the school property. A mechanical sweeper shall be used for this purpose.

The Town of Colchester reserves the right to decrease the Scope of Work to be done under this Contract, select bid or alternate items in its best interest, and to omit any work in order to bring the cost within available funds. Exercise by the Town of Colchester of the above rights shall not constitute any grounds or basis of claim for damages or for anticipated profits on work omitted.

2. EQUIPMENT TO BE USED

Contractor shall clearly identify (by year, make, model, and VIN) the number and type of vehicle(s)/equipment to be used at each locations to meet the performance requirements included herein. Contractor shall identify all vehicles/equipment equal to the primary vehicles/equipment being used that they maintain in reserve for backup purposes in case of accident, vehicle failure, or extreme storm conditions. All maintenance, supplies, equipment and spares, fuel, lubrication, vehicle repairs, etc. and necessary service facilities shall be provided by the contractor.

All vehicles must have means of communication by radio, phone, or beepers in order to have communication with the driver at all times. Vehicles operated by the Contractor's in-charge person and their back-up shall be equipped with communication equipment suitable to allow communication with the Town of Colchester Public Works Director or Director of Operations or his designee.

All vehicles being used in this contract **must** be either leased by, or owned by and registered to, the contractor awarded the contract, and all vehicles must be manned and operated by employees of said contractor. **No** hiring of outside vendors, or sub-contracting, will be allowed for these services.

Equipment to be used for this contract may be inspected by the Public Works Director or his designee prior to award of contract, and at any other time he feels is necessary.

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3. ACCIDENTS AND DAMAGE

The successful vendor will revisit the schools awarded to them and review with the Director of Operations the snow removal procedures and areas to be plowed and cleared prior to the first snowfall. A plot plan will be provided which will identify current conditions on site BEFORE the plowing/sanding begins. Once an agreement between the Town personnel and the vendor is reached, both parties will sign the plot plan. At the end of the snow season, any damage which is determined to be caused by the vendor must be repaired/replaced, at no cost to the Town, prior to release of the last payment.

The contractor shall report all accidents involving injury or major damage immediately after occurrence to the Director of Operations, or his designee.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, but not later than 4 hours after occurrence.

Damages noted above are to be repaired by the contractor as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the Public Works Director..

Damage to private vehicles should be reported to the Police Department.

4. PAYMENT TO CONTRACTOR

In the event of a lump sum fixed total price per season, payments will be made monthly for five (5) months (December, January, February, March and final payment April) starting December 1 of each contract year and shall be paid at the rate of one fifth (1/5) of the total year's bid amount. In the event of a per event bid price, payments will be made monthly based on the specific number of storms occurring in the month. In both cases, the contractor shall submit to the Town of Colchester his invoice for the month due.

5. SERVICE CONTRACT REQUIREMENTS

Contractor must be a licensed contractor in the State of Connecticut and a copy of the license must be submitted to the Public Works Director before work can commence.

Technicians must have a minimum of 2 years experience in this type of work.

Bidder must submit at least 2 current references where similar work was performed by the bidder. Contractor must provide twenty-four (24) hour service and maintain a telephone service for response to emergency service calls for 24 hours a day, 7 days a week. Communication from office to workers in the field must be maintained by cell phones, walkie-talkies, body beepers, or other related communication equipment in order to make immediate response to emergency calls. Response to normal non-emergency

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calls is to be made within twenty-four (24) hours.

6. CONTRACTED AREAS

Includes Bacon Academy High School, William Johnston Middle School, Jack Jackter Intermediate School, and Colchester Elementary School. See Attached Maps

7. FAIR EMPLOYMENT PRACTICES

The successful Contractor shall agree that he/she will not refuse to hire or employ or to bar or to discharge from employment an individual, or to discriminate against him/her in compensation or ill terms, conditions or privileges of employment because of race, color, religious creed, age, sex, national origin, or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes "Unfair Employment Practices".

8. LIST OF DRAWINGS

Included are plans showing the limits of work at each of the four listed schools.

9. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to, the Department of Labor, Office of Safety and Health Administration regulations and suggested practices.

The Contractor's attention is brought to the fact that this work is being conducted on public land and sufficient measures must be taken to ensure the safety of the public during all snow and ice control activities. Any costs associated with safety measures shall be included in the cost of the project.

10. LAWS

All work shall be in conformance with any and all applicable laws of the Federal Government, State of Connecticut, and the Town of Colchester relating to the Contract and are hereby included by reference.

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11. MOBILIZATION AND DEMOBILIZATION

This item shall consist of all the work necessary for the movement of personnel and equipment to and from the project site.

No separate payment shall be made for this work and all costs incurred shall be considered to be included in the contract bid prices.

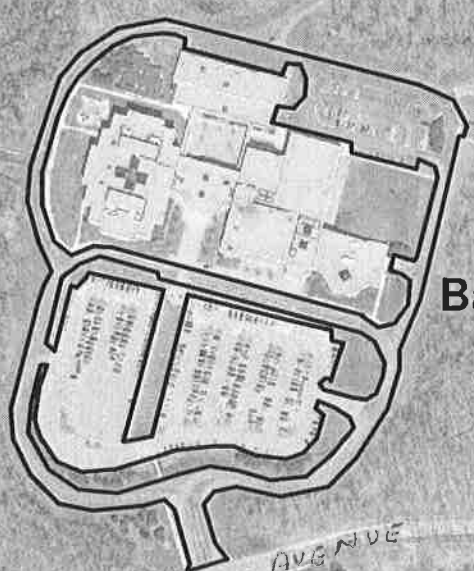
12. EXISTING CONDITIONS

Before submitting the bid, the Contractor shall examine the site, become familiar with the conditions, and verify the information in the Contract Drawings. Any discrepancy between the information provided in the Contract Documents and actual field conditions, the Contractor shall make a note of it and bring it to the attention of the Town of Colchester prior to bid. No claims for extras will be allowed based upon differences that could have been discovered by the Contractor prior to bid.

13. PERFORMANCE

Inadequate performance at any given school could result in termination of the agreement and the loss of payment for the same. Evaluation as to adequacy of performance will be determined by the Director of Operations, Public Works Director, or their designee(s).

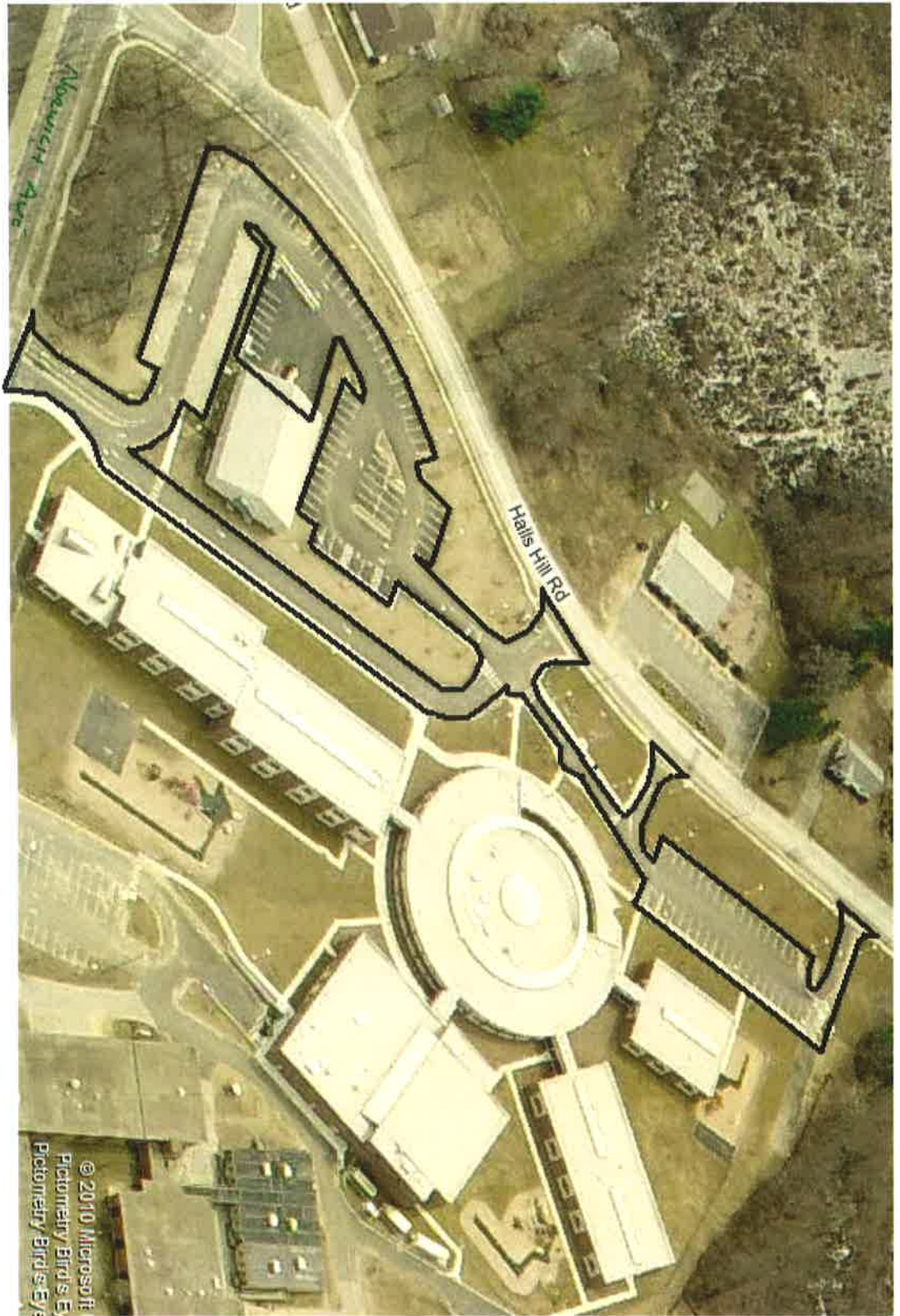
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Bacon Academy

NORWICH AVENUE

CHESTNUT HILL ROAD

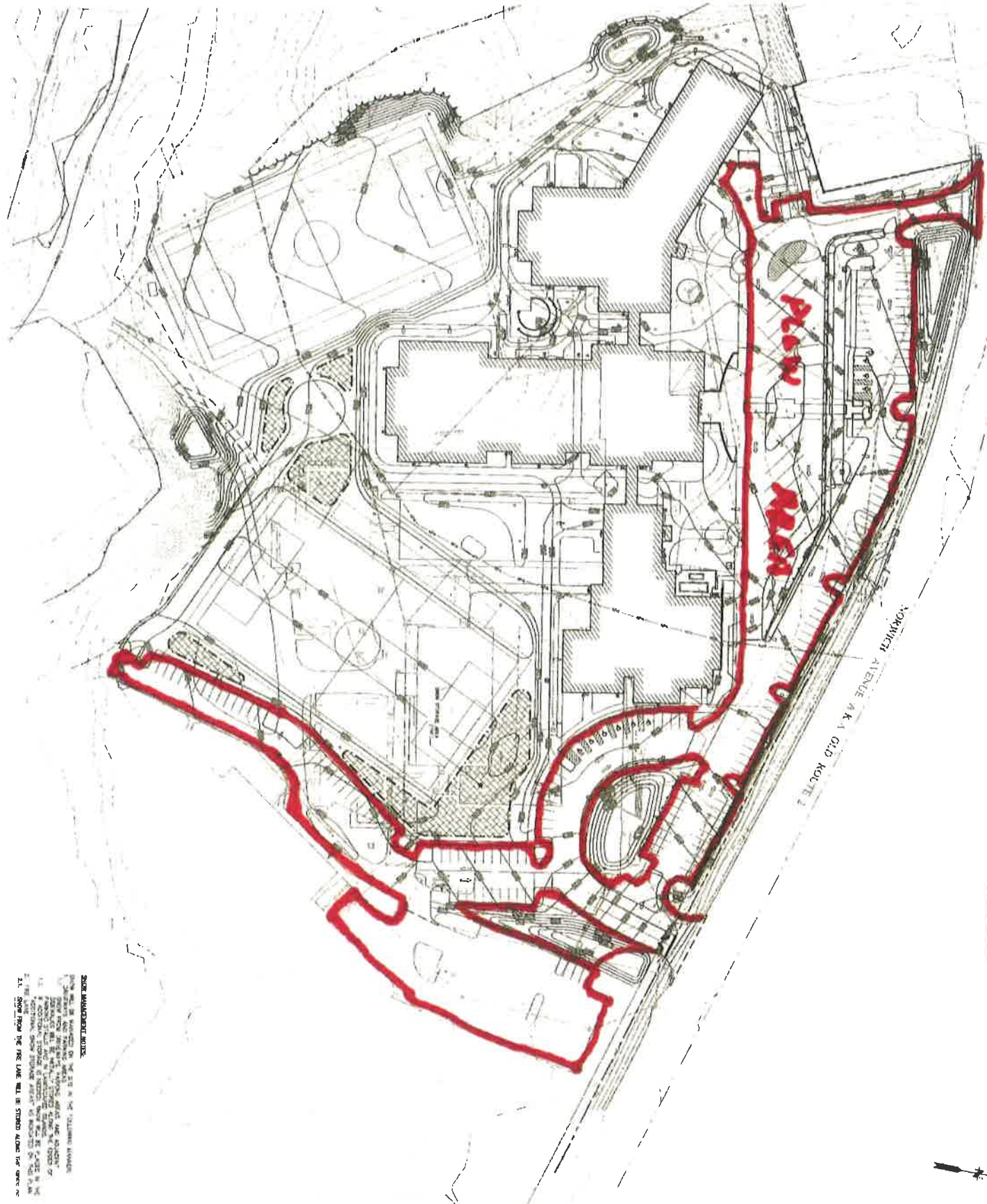


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JACKSON TACKNER INTERMEDIATE SCHOOL. (JTIS)

WJMS
 AFTER FY 17-18



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SNOW MANAGEMENT PLAN

WJMS

AFTER FY 17-18

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