

**BID PACKAGE  
SNOW REMOVAL SERVICES  
AVON, CT**

September 28, 2011

INVITATION FOR BID 11/12-3  
STANDARD INSTRUCTIONS  
BID FORM  
AGREEMENT (SAMPLE)  
GENERAL SPECIFICATIONS  
MAP

Steve Bartha  
Assistant to the Town Manager  
60 West Main Street  
Avon, CT 06001

**INVITATION TO BID  
SNOW REMOVAL SERVICES  
AVON, CONNECTICUT**

One (1) original and two (2) copies of sealed bids for the above named project will be submitted to the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743 prior to 10:00 AM on Wednesday, October 19, 2011, at which time they will be publicly opened and read aloud.

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

A *mandatory* pre-bid conference will be held on *Tuesday, October 11, 2011 at 10:00 AM*, Town Hall Complex, Building 1, 60 West Main Street, Avon, CT. The Town will reject a bid received from a vendor who did not attend this conference. Addenda will be issued to only those Bidders who have registered with the Town at the mandatory Pre-Bid Conference.

No bidder may withdraw his/her bid for a period of sixty (60) days after the date of the bid opening.

Copies of the Bid Package shall be obtained in person at the Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743, (860) 409-4300, during the hours of 8:30 AM – 4:30 PM, Monday to Friday or on the Town's website: [www.town.avon.ct.us](http://www.town.avon.ct.us) (under "Opportunities"), Public Bids & RFP's.

Brandon Robertson  
Town Manager  
Town of Avon

**SNOW REMOVAL SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

1. **INTRODUCTION**

The Town of Avon is soliciting bids for snow plowing, snow removal and the distribution of treated road salt services in the Secret Lake and Lakeview sections of Avon and the Town Hall and Senior Center parking lots. These Standard Instructions to Bidders are a part of the bid package. It is the intent of the Town of Avon, Connecticut to hire a Contractor, herein after the “Contractor,” with vehicles equipped for snow plowing, snow removal, and spreading of magnesium-based treated road salt, and herein after called the “Services.” The services are to be provided for a three (3) year period beginning with the winter season of 2011-2012. The winter season is defined as commencing with the first snow fall and ending with the last snow fall.

2. **KEY EVENT DATES**

Invitation for Bid Issued	September 28, 2011
Pre-Bid Conference (Mandatory)	October 11, 2011 – 10:00 AM
Public Bid Opening	October 19, 2011 – 10:00 AM
Bid Awarded	(Not Definite)

3. **OBTAINING BID DOCUMENTS**

Specifications and bidding documents may be obtained from the Town Manager’s Office, 60 West Main Street, Avon CT, or from the Town’s website at: [www.town.avon.ct.us](http://www.town.avon.ct.us) (under “Opportunities”), Public Bids & RFP’s.

4. **BID SUBMISSION INSTRUCTIONS**

- A. One (1) original and two (2) copies of all bids must be submitted in a sealed envelope clearly marked “Sealed Bid for Snow Removal Services.” If forwarded by mail or courier, the sealed envelope must be addressed to “Brandon Robertson, Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743”. Bids must be at the office of the Town Manager prior to the time the first bid is scheduled to be publicly opened. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the scheduled date and time for opening will NOT be accepted.
- B. Ditto marks or words such as “SAME” on the Bid are considered writing and must not be used.
- C. All information must be submitted in blue ink or typewritten. Errors, alterations or corrections on both the original and all required copies must be initialed by the person signing the bid.
- D. Bids are considered valid for sixty (60) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.

**SNOW REMOVAL SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

- F. The inability to meet any specified requirements(s) must be stated in writing and attached to the bid form, or written on the bid form. If no exceptions are noted, it shall be assumed that the terms of the Invitation for Bid have been accepted.
- G. The Town reserves the right to waive any minor informality in a bid when such a waiver is deemed to be in its best interest to do so.

5. **QUESTIONS**

Any questions about the locations should be directed to: Mr. Alex Trujillo, Deputy Director of Public Works, at (860) 673-6151.

However, no oral interpretations shall be made to any respondent as to the meaning of any of the bid documents. Every request for an interpretation shall be made in writing, addressed and forwarded to Steve Bartha either by email to [sbartha@town.avon.ct.us](mailto:sbartha@town.avon.ct.us), fax: (860) 409-4368, or by mail: Town Manager's Office, 60 West Main Street, Avon, CT 06001-3743. To receive consideration, such questions must be received at least five (5) calendar days before the established date for receipt of bids.

The Town will arrange as addenda, which shall be made a part of this Invitation for Bid and the resulting contract, all questions received as above provided and decisions regarding each. At least three (3) days prior to the receipt of bids, the Town will post a copy of any addenda to its website, located at: [www.town.avon.ct.us](http://www.town.avon.ct.us) (under "Opportunities"), Public Bids and RFP's. It shall be the responsibility of each bidder to determine whether addenda have been issued, and if so, to download copies directly from the Town's website.

6. **PRESUMPTION OF BIDDER BEING FULLY INFORMED**

At the time the first bid is opened, each bidder is presumed to have read and be thoroughly familiar with all bidding and contract documents for this project. Failure or omission of the bidder to receive or examine any information concerning this bid shall in no way relieve any bidder from obligations with respect to their bid.

7. **PRE-BID CONFERENCE**

Attendance at the pre-bid conference, if any as indicated in section 2 titled Key Event Dates, is **mandatory**. Failure to attend does not relieve bidders of obligations under this bid.

8. **INTERPRETATION OF ACCEPTABLE WORK**

The specifications, bidding and contract documents are to be interpreted as meaning those acceptable to the Town of Avon. The Town will issue any substantive changes or interpretations in writing as an addendum.

**SNOW REMOVAL SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

9. **TAX EXEMPTION**

The Town of Avon is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions.

10. **INSURANCE**

The bidder awarded this bid must provide a current Certificate of Insurance to the Assistant to the Town Manager PRIOR to commencement of work, with the following requirements:

- a. Commercial General Liability:

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$ 100,000
- b. Automobile Liability:

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000
- c. Worker's Compensation, as required by Connecticut State statutes.
- d. The "Town of Avon" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- e. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A- : VII.
- f. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.
- g. It is desired by the Town that no insurance be canceled or modified without thirty (30) days written notice by registered U.S. Mail to: Town Manager, Town of Avon, 60 West Main Street, Avon, Connecticut 06001-3743.
- h. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

11. **SUBSTITUTION FOR NAME BRANDS**

Should brand name items appear in this bid, the bidder must attach specifications for any substitutions, and explain how the substitution compares with the named brand's specification. The decision as to whether the substitution is acceptable rests solely with the Town of Avon.

**SNOW REMOVAL SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

12. **SUBMITTALS**

Bidders must submit with their bid written specifications for the magnesium-based treated road salt they plan to use as well as an OSHA MSDS sheet. After selection, notification and being awarded the bid, the successful Bidder shall provide the Town of Avon, within fifteen calendar days, the following information in writing:

- a) Designation of the Work to be performed by the Contractor's own forces;
- b) Names of the manufacturers, products and suppliers of the principal items of materials proposed for the work.

13. **AWARDING THE BID**

The Town of Avon reserves the right to accept any bid or any part of bids, to reject any, all, or any part of bids, to waive any formalities or informalities in the bidding process, and to award the bid deemed to be in the best interests of the Town.

This Invitation for Bid provides for a multi-year agreement. Funding for the agreement beyond the first year (as well as years two and three) is dependent upon an annual budget approval. If funding is not approved for the subsequent years, the Town may terminate the agreement at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the contracting party for the unfunded year or years.

Consideration to award the contract for the Services is given to a) Contractors with experience in providing these services, b) Contractors who have a fleet of vehicles to support such services, c) Contractors who are able to provide substitute equipment in the event of vehicle breakdown, and d) Contractors who are able to demonstrate a track record in the delivery of services with the submittal of valid references.

The lowest priced bid is NOT the sole determining factor when awarding this bid, as the Town reserves the right to negotiate with the bidder that is preliminarily selected. That bidder is the person or firm who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the procedural requirements stated herein. The bid results and recommendation of award will be posted on the Town's website at: [www.town.avon.ct.us](http://www.town.avon.ct.us) (under "Opportunities) Public Bids & RFP's).

14. **REJECTION AND/OR CANCELLATION OF BIDS**

The Town reserves the right to reject or cancel any and all bids, or any part of any or all bids, if such action is deemed to be in its best interest.

**SNOW REMOVAL SERVICES**  
**STANDARD INSTRUCTIONS TO BIDDERS**

15. **BID BOND**

A Bid Bond is not required with this bid.

16. **PERFORMANCE BOND**

A Performance Bond is not required with this bid.

17. **W-9 FORM**

The successful bidder must provide the Town of Avon with a completed W-9 Form prior to commencing work.

18. **AGREEMENT DOCUMENTS**

The Agreement Documents are defined as:

- The Standard Instructions to Bidders
- The Agreement as executed
- The General Specifications
- Any Addenda, if Issued

**END OF STANDARD INSTRUCTIONS TO BIDDERS**

**TOWN OF AVON – BID FORM  
SNOW REMOVAL SERVICES  
60 West Main Street  
Avon, CT 06001**

**October 19, 2011**

BID of \_\_\_\_\_ (hereinafter called  
“BIDDER”, a corporation or limited liability company organized and existing under the  
laws of the State of \_\_\_\_\_, a partnership, or an individual doing business as:  
\_\_\_\_\_) \* shall provide grounds maintenance and  
snow removal services in accordance with the rates listed below:

\*Insert the Corporation, Partnership, or Individual name as applicable. Cross out non-  
applicable types.

The undersigned submits this Bid without collusion with any other person, firm or individual.

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_



**BID FORM**  
Town of Avon  
Snow Removal Services

**Contractor Information**

**Company Name:** \_\_\_\_\_

**Company Address:** \_\_\_\_\_

**Town / State / Zip:** \_\_\_\_\_

**Company Phone Number:** \_\_\_\_\_

**Main Contact's Name:** \_\_\_\_\_

**Main Contacts Position:** \_\_\_\_\_

**Main contact's Cell Phone Number:** \_\_\_\_\_

**Main contact is an officer of the company:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Main contact is authorized to submit this bid:** Yes \_\_\_\_\_ No \_\_\_\_\_

<b>Town of Avon Snow Removal Services Bid Form</b>				
<b>Location</b>	<b>2011/2012</b>	<b>2012/2013</b>	<b>2013/2014</b>	<b>Row Totals</b>
Secret Lake Association	\$	\$	\$	\$
Lakeview Association	\$	\$	\$	\$
Town Hall Parking Lot	\$	\$	\$	\$
Senior Center Parking Lot	\$	\$	\$	\$
<b>Column Totals</b>	\$	\$	\$	

The Town of Avon reserves the right to accept or reject any or all bids, to waive any non-material deficiencies or irregularities, to reject any part of the bid and to accept the bids deemed to be in the best interest of the Town. The Town will award the bids based on price, references, experience and equipment available to complete the work.

**EQUIPMENT**

Bidder should list type of equipment available and to be used during snow removal events and ice control events.

<u>Type of Truck</u>	<u>Number of this type in Contractor's Fleet</u>	<u>Cell Phones to be Used</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In submitting this Bid, the BIDDER acknowledges that:

1. No representation of warranty has been made by the TOWN that the estimated quantities used for comparison of BIDS will even approximate the actual quantities required to satisfactorily complete the WORK required under this AGREEMENT.
2. In regard to all conditions affecting the WORK to be done and the labor and materials to be furnished, this BID is based solely on the BIDDERS' investigations and findings and neither the TOWN nor its officers, employees or agents shall be held responsible for the accuracy of, or be bound by any information contained in these Agreement Documents.

This BID is submitted in full compliance with the conditions outlined in the Agreement Documents. The BIDDER has responded to and completely filled in all required spaces in the BID document, and obtained the necessary Notary Public signature where so required.

**This BID Respectfully Submitted by:**

IF A SOLELY OWNED COMPANY:

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_  
By \_\_\_\_\_  
(Authorized Signature)  
Title \_\_\_\_\_ Date \_\_\_\_\_

IF A CORPORATION OR LIMITED LIABILITY COMPANY:

A corporation organized under the laws of \_\_\_\_\_, composed of officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

Countersigned

IF A PARTNERSHIP:

A partnership doing business under the firm name and style of \_\_\_\_\_, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)

This Bill must bear the written signature of the BIDDER. If the BIDDER is a partnership, the Bid must be signed by a partner. If the BIDDER is a corporation or limited liability, the Bid must be signed by a duly authorized officer of such corporation or Limited Liability Company.

## BIDDER'S QUALIFICATIONS STATEMENT

The BIDDER shall answer all of the following questions, as part of the Bid, so that the TOWN can judge the BIDDER's ability, experience and facilities for performing the proposed work.

1. Name of BIDDER:  
\_\_\_\_\_
  
2. Bidder's Tax Identification Number:  
\_\_\_\_\_
  
3. What year was company organized/formed?  
\_\_\_\_\_
  
4. How many years has the BIDDER been engaged in business under the present firm or trade name? \_\_\_\_\_
  
5. What is the general character or type of work you perform? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Has a claim ever been brought in court or to arbitration against the BIDDER for failure to complete any contracted work or default on a contract?  
\_\_\_\_\_
  
- If yes, explain with whom and why: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. For other similar projects you have under contract at the present time: Attach list with description of work; the name of the client/owner with telephone number; and the approximate value of the work to be performed.

**NOTE:** The BIDDER is required to have completed a minimum of five (5) similar projects as a demonstration of competency and experience for the project proposed herein. Such projects are to be listed below.

8. Attach a list of all projects that your present organization has completed within the past ten years or is presently working on, including name of project, owner and name and telephone number of the owner's representative. Indicate here how many additional pages attached: \_\_\_\_\_ pages.

**BIDDER'S QUALIFICATIONS STATEMENT (Continued)**

9. List below the equipment that you propose to furnish and use on the proposed work:

OWNED EQUIPMENT:

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(Staple additional sheets as required)

RENTED EQUIPMENT:

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10. List the name(s), address (es) and telephone number(s) of the banks or financial institutions used for business and reference purposes.

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11. Attach a list of the names, addresses and the background/experience of all principal or key members of the BIDDERS organization, including its officers:

Indicate the number of pages attached: \_\_\_\_\_ pages

**NOTE:** If requested, the BIDDER agrees to furnish the TOWN with a detailed financial statement and other relevant information that may be required by the Town of Avon to properly evaluate the qualifications of the BIDDER.

**PROPOSED SUBCONTRACTORS**

Bidder intends to utilize the following subcontractors on this project:

If none, write "None" here: \_\_\_\_\_

NAME AND ADDRESS  
OF SUBCONTRACTOR

DESCRIPTION OF WORK:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of \_\_\_\_\_, County of \_\_\_\_\_, being first duly sworn, disposes and says that:

1. He is the owner, officer, representative or agent of: \_\_\_\_\_ the BIDDER that has submitted the attached BID;
2. The attached BID is genuine; it is not a collusive or sham BID;
3. He is fully informed respecting the preparation, and contents of, and knowledgeable of all pertinent circumstances respecting the attached BID;
4. Neither 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 AGREEMENT for which the attached BID has been submitted or to refrain from bidding in connection with any contract, or has in any manner, directly or indirectly, sought by agreement, collusion, 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 collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Avon or any other person interested in the proposed AGREEMENT.
5. The price(s) 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 elected or appointed official or other officer or employee of the Town of Avon, who 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) \_\_\_\_\_  
(Name of Bidder)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**STATEMENT OF BIDDERS COMPLIANCE WITH  
EQUAL EMPLOYMENT OPPORTUNITY LAW AND  
REGULATION INCLUDING EXECUTIVE ORDER NO. 3**

This statement must be completed by the Bidder and shall accompany his bid for this project.

IT IS HEREBY CERTIFIED THAT:

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

To the extent required by law, the Bidder has complied on past Contracts and will fully comply on this project with all applicable laws and regulation regarding equal employment opportunities for minorities and women, and;

Has \_\_\_\_\_ has not \_\_\_\_\_ previously performed work under the conditions of the Governor's Executive Order No. 3 of the State of Connecticut, or any preceding similar Executive Order with regards to Non-Discrimination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Title

My Commission expires \_\_\_\_\_, 20\_\_

**IMPORTANT:** THIS STATEMENT MUST BE SUBMITTED WITH BID

**END OF SECTION**



## SNOW REMOVAL SERVICES

This \_\_\_\_\_ Agreement (the "Agreement") is entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between the Town of Avon, a political subdivision of the State of Connecticut (the "Town") and \_\_\_\_\_ corporation located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Contractor").

WHEREAS, the Town has issued a Invitation for Bid (the "IFB") for \_\_\_\_\_ for the Town of Avon to be performed at various locations in Avon, Connecticut (the "Premises"); and

WHEREAS, the services to be performed by the Contractor are set forth in the IFB (the "Work"); and

WHEREAS, Contractor submitted its Bid to the Town on \_\_\_\_\_ for the Work in accordance with the requirements and specifications of the IFB; and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents, as defined in Section 9 below. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Contract Documents to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Contract Documents.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, county, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations governing the Work whether or not such laws and regulations are fully and properly reflected in the IFB.

5. Term. The term of this Agreement shall commence on the Effective Date of this Agreement. The Contractor shall not start the Work prior to having received a notification to proceed from the Town. Contractor shall achieve completion of all Work to be performed under the Contract Documents no later than June 30, 2014 (“Completion Date”), subject to any time adjustments as provided for in the Contract Documents.

6. Payment. The Town will pay the Contractor for work completed based upon the unit prices specified on the Bid Form.

7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in Section 9 of the Standard Instructions to Bidders, by a company or companies authorized to do business in Connecticut. The Company shall provide Certificates of Insurance specifying such coverage and naming the Town as additional insured prior to the start of the work.

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortious actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify the Town against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents.

9. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement;
- (ii) The IFB, including the General Specifications and Technical Specifications;
- (iii) Addenda issued prior to the execution of this Agreement or modifications issued after the execution of this Agreement;
- (iv) The Vendor's Bid Submission.

10. Hold Harmless. The Contractor agrees to indemnify and save harmless the Town of Avon, its agents and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the work by the Contractor by reason or liability imposed upon the Town of Avon, its agents and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of Contract Documents of the Contractor, its agents and employees or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from issuance of a Certificate of Insurance.

11. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town.

12. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated and to resubmit the Agreement for further bid. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

Funding for the second and third years of the Agreement is dependent upon annual budget approval. If funding is not approved for the second year and/or third year, the Town may terminate the Agreement at the end of the last year for which funding has been approved and the Town shall have no obligation or liability to the contracting party for the unfunded year or years.

13. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

14. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

15. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

16. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

**THE TOWN OF AVON**

By \_\_\_\_\_  
Brandon Robertson  
Town Manager

**COMPANY**

By \_\_\_\_\_

**SNOW REMOVAL SERVICES**  
**GENERAL SPECIFICATIONS**

The following policies will govern during the winter season period the Services are delivered.

1. All equipment used by the successful Contractor shall be in good operating condition and shall comply with all laws and regulations of the State of Connecticut.
2. The Town of Avon may make such investigation of the Contractor's equipment as they deem necessary to determine and confirm the eligibility of the Contractors submitting bids, and to confirm the winning Contractor's ability to perform the work specified herein.
3. Repairs to equipment are to be made at the expense of the Contractor - the equipment owner, or, if rented or leased, then by the successful Contractor and repairs will be made at the expense of the Contractor. Any snow events where equipment breakdowns result in not having the snow removed as outlined in these specifications, or where due to breakdowns the Contractor is unable to perform the Services, the Contractor will not be paid by the Town for that snow removal event.

If such breakdown(s) deems it necessary to secure an alternate Contractor for the Services, and if the Contractor secures such Services in a timely manner acceptable to the Town of Avon, the Contractor will be paid under the normal payment schedule as defined herein and agreed to in the Bid Form. However, if such breakdown deems it necessary for the Town of Avon to secure an alternate Contractor for the performance of said Services, then the Contractor will not be paid under the normal payment schedule as defined in the Bid Form.

4. In the event that a series of mechanical breakdowns occur, and the frequency of such breakdowns affect the ability of the contractor to perform said Services, this agreement will be considered breached, and the Town of Avon will have the right to select an alternate Contractor to provide the Services, and the original winning contractor will relinquish its rights and obligations under this agreement for Services.
5. Equipment shall be prepared for its designated operation for the roads within the Secret Lake Association and Lakeview Association boundaries within one (1) hour after a snow event begins. This response time rule will be strictly enforced.
6. Travel time before reporting for use and after conclusion of operation shall not be paid.
7. All Contractors first shall be under the supervision of the Town of Avon Public Works Department – its head or delegate in regard to operational procedures.
8. The Town of Avon will not provide, or sell fuel for Contractor's equipment involved in the Services.
9. The Town of Avon will not provide storage for Contractor's equipment involved in the Services.

**SNOW REMOVAL SERVICES**  
**GENERAL SPECIFICATIONS**

10. Cellular telephones are required for all pieces of snow removal equipment providing the Services while within the Secret Lake Association, Lakeview Association boundaries, Senior Center and Town Hall property. The rate for the services included in this proposal, as outlined in the Bid Form, includes the cost of cellular telephone equipment and service and its use by the successful bidding Contractor. The Contractor shall provide a list of telephone numbers to the Public Works Department in order to provide for communications if necessary.

11. All of Contractor's drivers of vehicles providing such Services must adhere to all DOT requirements including the drug/alcohol random testing regulation. **As the Contractor providing Services and driving commercial vehicles registered in the State of Connecticut, and the Town of Avon is obligated by law/regulation to ensure that you are in compliance with drug and alcohol testing requirements under 49 CFR Part 382. If Contractor's company services include operating commercial motor vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds) or are used in the transportation of hazardous materials in a quantity requiring "placard-ing", your company must be in compliance.**

11.a. If the Contractor's company does not presently have a drug and alcohol testing program in place now, but if the size of its equipment requires that the Contractor's company be compliant to 49CFR Part 382, then you should contact the Town of Avon's Department of Public Works, or the State of CT DOT for further information. **If the Contractor's company is not in compliance, its bid under this Invitation for Bid will not be considered.**

11.b. If the Contractor's company's equipment requires that it have a Drug and Alcohol testing program, and it is in place, you should advise the Town of Avon that your company is in compliance.

11.c. **The Town of Avon is not permitted to use Contractors unless they are in compliance with laws and regulations of the State of Connecticut regarding drug and alcohol testing.**

12. The Services are to be provided during the winter season of 2011-2012, 2012-2013 and 2013-2014. The winter season is defined as that time commencing with the first snow fall and ending with the last snow fall.

13. The successful Contractor will guarantee to be available, 24 x 7 and with the vehicles and equipment and employees to provide such Services during the winter season.

14. The successful Contractor furnishing equipment for the Services shall follow methods and standard industry practices. Such practices are subject to the review of the Town of Avon.

15. All vehicles used by the successful Contractor to provide the Services shall meet State of CT DOT guidelines.

16. All vehicles used by the successful Contractor to provide the Services shall have warning lights or flashing lights that can be seen from any angle.

**SNOW REMOVAL SERVICES**  
**GENERAL SPECIFICATIONS**

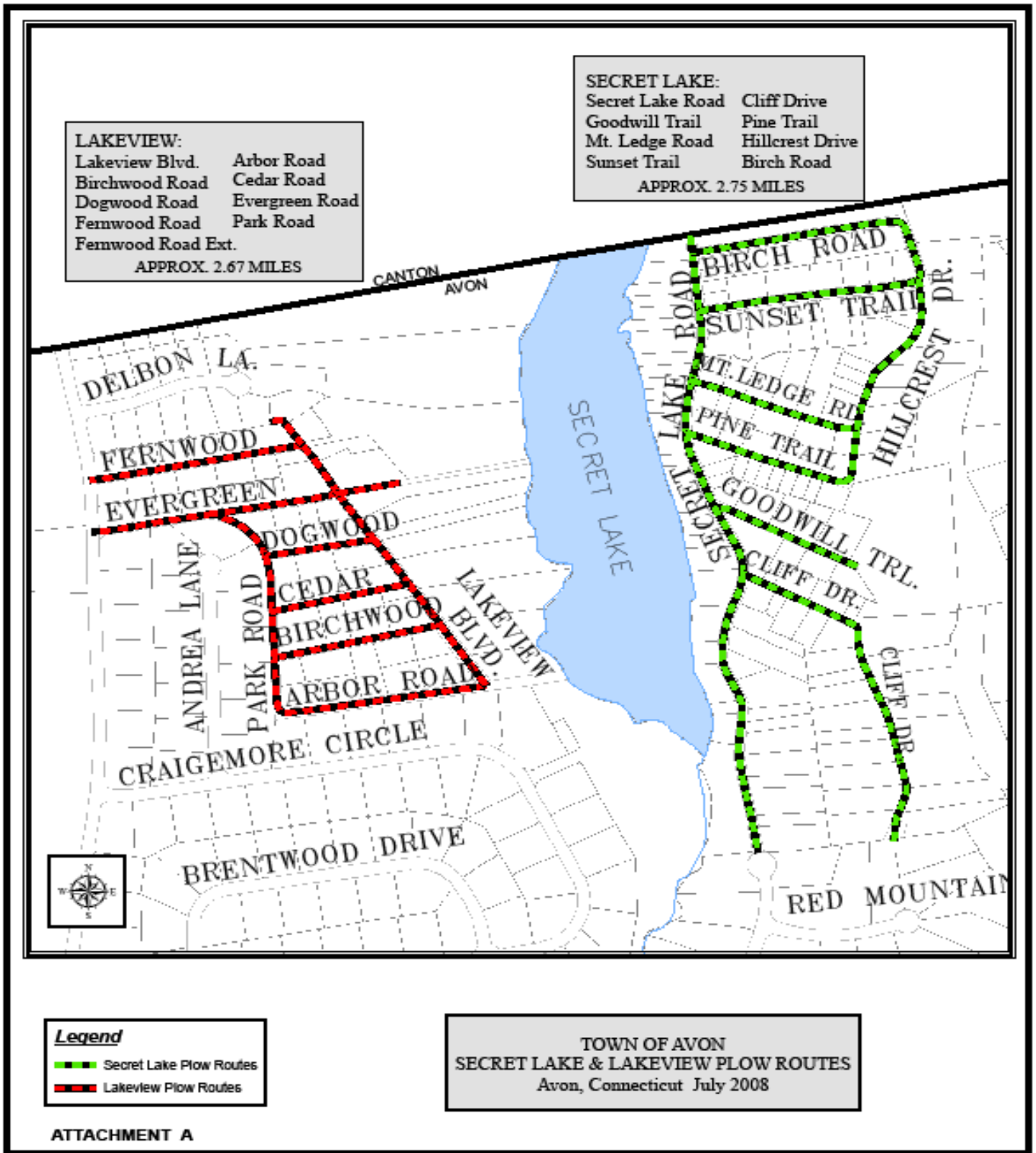
17. In the event of snow hauling, all vehicles used for such hauling snow shall meet State of CT DOT guidelines with respect to the carrying capacity of any individual truck.
18. An authorized representative from the Town of Avon – Public Works Department may inspect each vehicle at any time to ensure that these conditions are met.
19. Any Contractor hired to provide such Services shall be responsible for any damage caused by said Contractor while performing the Services including but not limited to damage to driveways, driveway aprons, curbing, sidewalks, trees, telephone poles, telephone pole guide wires, telephone wires, cable television wires, other existing improvements, or damage to legally parked vehicles, and such damage shall be repaired or replaced by the Contractor at no cost to the Town of Avon within a reasonable period of time, but not to exceed sixty (60) days after the end of the snow fall season.
20. Contractors are responsible for inspecting the streets, parking lots and sidewalks while there is no snow prior to the submittal of bids, to become familiar with the streets, parking lots and sidewalks, their layout and challenges. No consideration will be given for modifications to bid price after the award because of concerns or issues not identified and resolved prior to the bidding process.
21. Contractors bidding on the Services will be required to remove snow, provide for ice control utilizing magnesium-based treated road salt on the streets, parking lots and sidewalks listed on the attached maps. The magnesium-based treated road salt mixture required for the streets, parking lots and sidewalks will be of a mix acceptable to the Town of Avon. Bidders must provide a specification sheet for the treated salt they intend to use with their bid. An OSHA approved MSDS sheet on the material to be used must also accompany the bid form.
22. All roads, parking lots and walkways must be plowed and have magnesium-based treated road salt spread to provide “reasonable passage for the prudent drivers and pedestrians” and emergency vehicle travel at all times. Snow banks on these roads and parking lots must be pushed back to provide adequate visibility for motorist and sufficient storage of snow for additional storms.
23. The Contractor must have adequate equipment to complete this work and the bid price must reflect a lump sump price (paid ½ December 30<sup>th</sup> and ½ March 30<sup>th</sup>) to complete all work as herein stated the bid price must be all-inclusive (plowing, distribution of treated road salt).
24. The Contractor must include an all-inclusive price for the work to be performed. No fuel surcharge or additional charges may be added to invoices for payment.
25. Contractor will begin plowing at the Property as soon as the snow or ice reaches a 2” depth, regardless of the time of day or night or the day of the week.
26. The Town Hall and Senior Center parking lots and sidewalks need to be plowed to maintain safe passage for residents. During normal business hours, sidewalks need to be maintained to provide safe pedestrian circulation.

**SNOW REMOVAL SERVICES**  
**GENERAL SPECIFICATIONS**

27. For snowfalls of more than 6” depth, all snow shall be plowed away from the buildings. Contractor may windrow snow to each island or light post, upon request; windrows will be removed at no additional cost. Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the Property entrance, fire lanes, interior roadways or designated parking stalls.
28. Contractor shall return during the day to plow vacant parking stalls, if a majority of the parking stalls are still occupied. Contractor shall return the next day before 8 a.m. to plow as many stalls as possible.
29. All fire hydrants must be kept free from snow and easily accessible in case of emergencies. The Bidder awarded the work is required to keep hydrants accessible at all times and is encouraged to flag both hydrants and curbs, if they so choose.
30. When snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor will begin plowing the snow from the parking lot using the fastest method possible. In some cases this means windowing snow at islands or even light posts and it is understood that the snow will be removed from such places upon request. Stacking snow onto island may also be necessary, depending upon snowfall accumulation and time limitations.
31. Contractor shall not create drifts in front of dumpster enclosures, fire lanes, or entrances, on sidewalks or blocking walkways and agrees to remove Contractor-created drifts at no additional cost. If Contractor does not remove the drifts in front of the fire lanes and dumpster enclosures, Contractor agrees to pay any expenses incurred by Owner for removal of said drifts.
32. Contractor is responsible for keeping property safe for residents and vehicles during normal business hours. This includes sidewalks, steps, driveways, and parking areas.
33. Contractor agrees to contact the Department of Public Works if for some reason the entire Property cannot be completely plowed within four (4) hours and Sidewalks (8) hours after snow or ice has stopped falling.
34. All work shall be completed in a workmanlike manner consistent with customary industry practices.
35. The Town of Avon will not provide storage for Contractor’s equipment involved in the Services.



# SECRET LAKE AND LAKEVIEW MAP



# TOWN HALL PARKING LOT MAP





# SENIOR CENTER PARKING LOT MAP

