

TOWN OF CANTON CONNECTICUT

CONTRACTUAL AGREEMENT FOR WINTER SNOW REMOVAL AND DE-ICING SERVICES

THIS CONTRACT is made as of the 2nd day of October 2011, by and between the Town of Canton a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Canton Village Construction Company, Inc., of 106 Powder Mill Road, Canton, CT 06019 (hereinafter "Contractor").

WHEREAS, the Town has issued a Request for Proposals to provide winter snow removal and de-icing services, (hereinafter referred to as the "RFP"), a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated October 19, 2011 in response to the RFP (hereinafter referred to as "Proposal"), a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform all the services as specified in the RFP; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of these services;

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 services as described more fully in the attached RFP, attached Proposal, and this Agreement (collectively referred to as "Contract Documents").
2. Term - The term of the contract shall be five (5) years.
3. Payments: Contractor shall invoice the town on a periodic basis but under no circumstances later than 30 days from the time the work was performed. Such invoice shall include the date worked and the time of operation. The Town shall pay the Contractor within 30 days of the town's receipt of the invoice.

4. Right to Terminate - The Town shall have the right to terminate all or a portion of this Agreement for its convenience and without cause. As used in this provision, "convenience" shall include but not be limited to the CAO's determination that proceeding with the Contract is not in the Town's interest or lack of funding for such services. In the event of termination, the Town shall be liable to the Contractor for services performed to date and approved by the CAO in accordance with Paragraph 3, above.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Agreement shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.

6. No Misrepresentations or Omissions - No representation, warranty or statement of the Contractor in the Proposal or this Agreement, including the Exhibits hereto, or any document furnished pursuant thereto, contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact required to be stated to make the statements contained therein not misleading in any material respect.

7. Amendments - This Agreement may not be altered or amended, except by written agreement of the parties.

8. Entire Agreement - It is expressly understood and agreed that this Agreement states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Agreement or attached as Exhibits hereto.

9. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

10. Connecticut Law and Courts - This Contract 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 this 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.

11. Defense and Indemnification - The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, arising out of or resulting from services provided by the Contractor. The

Contractor also agrees to pay any and all attorney's fees incurred by the Town, its agents, or its employees in enforcing any of the Contractor's defense or indemnification obligations. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Contractor shall comply with all federal, state and local laws and regulations governing this Agreement, including without limitation health, safety and environmental requirements.

13. Insurance - Contractor shall carry Commercial General Liability Insurance (Bodily Injury, Property Damage, Products and Completed Operations) in an amount of not less than one million dollars (\$1,000,000) per occurrence with a two million dollar (\$2,000,000) aggregate, combined single limits and a one million dollar (\$1,000,000) umbrella liability policy. The Contractor shall provide Worker Compensation insurance as required by the State of Connecticut. The Contract shall further provide Automobile bodily injury and property liability coverage with a combined limit per accident of one million dollars (\$1,000,000). Contractor shall provide the Town with certificates verifying such coverage acceptable to the Town before commencing any services. Such policy shall require thirty (30) days notice to the Town in writing prior to alteration, cancellation, termination or expiration of any kind. All Commercial General Liability Insurance shall name the Town as additional insured.


14. Bond - During the term of this contract, the Contractor shall maintain a performance bond in the amount of \$34,000.

15. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Agreement or any portion thereof without prior written consent of the CAO or the CAO's designate.

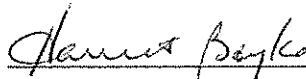
16. Execution - This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto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

IN WITNESS THEREOF, the parties have executed this contract this 28th day
of October 2011.


CANTON VILLAGE CONSTRUCTION
COMPANY, INC.


By its: Daniel K. Bohm
Treasurer

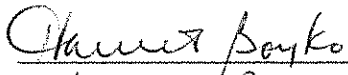
Witness:


HARRIET BOYKO

TOWN OF CANTON CONNECTICUT


Robert Skinner
Chief Administrative Officer

Witness:


HARRIET BOYKO

BID PACKAGE
Winter Snow Removal and De-Icing Services
Canton, CT



September 30, 2011

STANDARD INSTRUCTIONS
BID FORM
GENERAL SPECIFICATIONS
AGREEMENT

Robert Skinner
Chief Administrative Officer
Town of Canton
4 Market Street
P. O. Box 168
Canton CT, 06022

Winter Snow Removal and De-Icing Services
STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town of Canton is soliciting bids for the above named project. The Town is soliciting from a qualified bidder to furnish the truck and sander/salt unit with a plow & driver and/or a loader or motor grader with plow & driver, fuel, oil, lubricants, tire chains, load cover, shovels, hand tools, maintenance, and such other incidental items to enable the Contractor to plow and salt public roadways for the passage of traffic. The contract is for five (5) years Term of Service. The conditions under which the Contractor shall operate are considered Emergency Conditions due to the hazard of ice and snow accumulating on the roadway. If there are any conflicts between the instructions in these Standard Instructions to Bidders and any other bidding document(s), these Standard Instructions to Bidders shall prevail.

2. KEY EVENT DATES

| | |
|--------------------------|--|
| Invitation to Bid Issued | September 30, 2011 |
| Pre-Bid Conference | None |
| Public Bid Opening | October 20, 2011 – 10:00 AM |
| Bid Awarded | Within 45 Days |
| Commencement of Work | Within ten (10) calendar days of Notice to Proceed |

3. OBTAINING BID DOCUMENTS

Specifications and bidding documents may be obtained from the Chief Administrative Officer's Office, 4 Market Street, Canton CT, or from the Town's website at: www.townofcantonct.org under Request for Proposals.

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 Town of Canton – Winter Snow Removal Services". If forwarded by mail or courier, the sealed envelope must be addressed to "Robert Skinner, Chief Administrative Officer, Town of Canton, 4 Market Street, P. O. Box 168, Canton, Connecticut 06022". The name of the bidder must appear on the outside of the envelope. Bids must be at the office of the Town Chief Administrative Officer by 10:00 AM on October 20, 2011. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first bid is publicly opened will NOT be accepted.
- B. Ditto marks or words such as "SAME" on the Bid are not considered writing and must not be used.
- C. All information must be submitted in 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 forty five (45) days after bid(s) are opened. Bidders may not withdraw, cancel or modify their bid for a period of forty five (45) days after bid(s) are opened.
- E. An authorized person representing the legal entity of the bidder must sign bids.
- 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 to Bid have been accepted.
- G. The Town reserves the right to waive any minor informality in a bid when such a waiver is in their best interest to do so.

5. QUESTIONS

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 Robert Skinner either by email to rskinner@townofcantonct.org, fax: 860-693-7840, or by mail: Chief Administrative Officer's Office, 4 Market Street., P. O. Box 168, Canton, CT 06022 . To receive consideration, such questions must be received at least three (3) calendar days before the established date for receipt of bids.

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.townofcantonct.org under Request for Proposals. 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 is 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. INTERPRETATION OF ACCEPTABLE WORK

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

8. TAX EXEMPTIONS

The Town of Canton is exempt from Federal Excise Taxes and Connecticut Sales and Use Taxes. Bidders shall avail themselves of these exemptions. If required the contractor must supply the Town with a W-9 form for services rendered.

9. INSURANCE

The bidder awarded this bid must provide a current Certificate of Insurance to the Chief Administrative Officer 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
 - Fire Damage Legal Liability \$ 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 Canton" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance, with the Contractor's insurance being primary and the Town's insurance secondary and non-contributory.
- 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. All insurance may not be canceled or modified without thirty (30) days written notice be registered U.S. Mail to: Chief Administrative Officer's Office, 4 Market Street., P. O. Box 168, Canton, CT 06022.
- g. The limits of insurance may either be met as stated above, or in combination with an umbrella or excess liability policy.

10. 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 Canton.

11. AWARDING THE BID

The Town of Canton 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.

Bidders should understand that the quantities of work given in the General Specification of this Bid is approximate only, and is given solely as an estimate for bidders. The Town does not guarantee the exact amount of quantities of work.

An award shall be made to the responsive and responsible bidder that provides the lowest net price for the plow and sanding route. The responsive and responsible bidder is the person or firm whose bid to perform the work is the lowest, 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.

12. 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 to do so.

13. DELIVERY ARRANGEMENTS

Bidders will be responsible for plow and sanding route. The contract is for five (5) years Term of Service

14. PERFORMANCE BOND

Bidder must supply a Performance Bond in the amount of \$34,000. The form of the Performance Bond must be in the same format as the attached Performance Bond.

15. LOCAL BIDDER PREFERENCE

Pursuant to Town Policy entitled "Local Bidder Preference" any bidder with a bona fide principal place of business within the Town of Canton ("Town Based Resident Bidder") shall be awarded the bid if the Town Based Resident Bidder submits a qualified bid which is not more than 10% greater than the lowest responsible bid and agrees to accept the bid amount of the lowest responsible bidder. In order to be considered a Town Based Resident Bidder the entity bidding must complete a Local Preference Affidavit and submit proof of principal place of business. A copy of the affidavit along with the Local Bidder Preference policy is attached hereto.

END OF STANDARD INSTRUCTIONS TO BIDDERS

PERFORMANCE BOND

Bond Number 02BSBGD4261

KNOW ALL MEN BY THESE PRESENTS:

That Canton Village Construction Co., Inc., as Principal, hereafter called Principal, and Hartford Fire Insurance Company, as Surety, hereinafter called Surety are held and firmly bound unto the Town of Canton as Obligee, hereinafter called Owner, in the amount of THIRTY FOUR THOUSAND and /100 Dollars (\$34,000), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal has by written Agreement dated October 28th, 2011 entered into a Contract with the Owner for:

"Snow Removal and De-icing Services"

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The Surety hereby waives notice of any alterations or extensions of time made by the Owner.

WHEREAS, Principal shall be, and declared by the Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest qualified responsible Bidder, arrange for a Contract between the Bidder and the Owner, and make available as Work progresses sufficient funds to pay the cost of completion of the Contract.

Any suit brought under this Bond must be instituted before the expiration of three (3) years from the date on which final payment under this Contract is rendered.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the executors, administrators, or successors of the Owner.

Signed and sealed this 28th day of October, 2011.

(Seal of Principal)

Canton Village Construction Co., Inc.
(Principal)

In the Presence of:

Susan
(witness)

By: Paul R. Behr

John
(witness)

(Seal of Surety)

Hartford Fire Insurance Company
(Surety)

Jennifer Paternostro
(witness) Jennifer Paternostro

By: T. Deffley
T. Deffley, Attorney-in-Fact

Melanie Williams
(witness) Melanie Williams

(Power of Attorney for person signing for surety company must be attached to the Bond)

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 02 023285

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** :

T. DEFFLEY, S.E. SUSANIN, W. KRSTOPA, C. MOZDEN, JENNIFER PATERNOSTRO OF HARTFORD, CONNECTICUT

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 } ss. Hartford
COUNTY OF HARTFORD }

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 28, 2011
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

COPY

BID FORM
TOWN OF CANTON
WINTER SNOW REMOVAL AND DE-ICING SERVICES

September 30, 2011

CANTON VILLAGE
CONSTRUCTION COMPANY INC.

BID of _____ (hereinafter called "BIDDER", a corporation organized and existing under the laws of the State of CT, a partnership, or an individual doing business as: Corporation * will provide winter plow and sanding route work for the unit and lump sum prices quoted below in accordance with the general specifications as listed below in the Schedule of Prices. The undersigned has examined the site and the Contract Documents. It is understood the Town reserves the right to reject this bid if it deems such rejection to be in its best interest. It is understood and agreed that the prices bid for such unit quantities of work in the various items shall control in any Contract Award heron, that the quantities used are approximate only, being estimated solely for the use in comparing Bids, and that the extensions and totals of these unit prices are inserted only for the purpose of checking this proposal and for the convenience of the Bidder. No proposal may be withdrawn within forty five (45) calendar days after the date of opening thereof.

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

SCHEDULE OF PRICES

Bid Item No. 1:

Year one (FY 2011-2012) – Winter Plowing and Salting with Truck with operator at the unit price per hour of One hundred forty three dollars and zero cents per hour per truck (HR):
200 HR x \$ 143.00 /HR = \$ 28,600.00

Bid Item No. 2:

Year two (FY 2012-2013) – Winter Plowing and Salting with Truck with operator at the unit price per hour of One hundred fifty dollars and zero cents per hour per truck (HR):
200 HR x \$ 150.00 /HR = \$ 30,000.00

Bid Item No. 3:

Year three (FY 2013-2014) – Winter Plowing and Salting with Truck with operator at the unit price per hour of One hundred fifty seven dollars and zero cents per hour per truck (HR):
200 HR x \$ 157.00 /HR = \$ 31,400.00

Bid Item No. 4:

Year four (FY 2014-2015) – Winter Plowing and Salting with Truck with operator at the unit price per hour of One hundred eighty five dollars and zero cents per hour per truck (HR):

CANTON VILLAGE
CONSTRUCTION COMPANY INC.

200 HR x \$ 165.00 /HR = \$ 33,000.00

Bid Item No. 5:

Year five (FY 2015-2016) – Winter Plowing and Salting with Truck with operator at the unit price per hour of One hundred seventy three dollars and zero cents per hour per truck (HR):

200 HR x \$ 173.00 /HR = \$ 34,600.00

Bid Item No. 6:

Year one (FY 2011-2012) – Winter Plowing and Salting with Loader or Grader with operator at the unit price per hour of One hundred forty five dollars and zero cents per hour per truck (HR):

20 HR x \$ 145.00 /HR = \$ 2,900.00

Bid Item No. 7:

Year two (FY 2012-2013) – Winter Plowing and Salting with Loader or Grader with operator at the unit price per hour of One hundred fifty dollars and zero cents per hour per truck (HR):

20 HR x \$ 150.00 /HR = \$ 3,000.00

Bid Item No. 8:

Year three (FY 2013-2014) – Winter Plowing and Salting with Loader or Grader with operator at the unit price per hour of One hundred fifty five dollars and zero cents per hour per truck (HR):

20 HR x \$ 155.00 /HR = \$ 3,100.00

Bid Item No. 9:

Year four (FY 2014-2015) – Winter Plowing and Salting with Loader or Grader with operator at the unit price per hour of One hundred sixty dollars and zero cents per hour per truck (HR):

20 HR x \$ 160.00 /HR = \$ 3,200.00

Bid Item No. 10:

Year five (FY 2015-2016) – Winter Plowing and Salting with Loader or Grader with operator at the unit price per hour of One hundred sixty five dollars and zero cents per hour per truck (HR):

20 HR x \$ 165.00 /HR = \$ 3,300.00

First Contract Year Bid Total (Bid Item 1 & 6) the sum of:

Thirty one thousand five hundred dollars and zero cents \$ 31,500.00

Second Contract Year Bid Total (Bid Item 2 & 7) the sum of:

Thirty three thousand dollars and zero cents \$ 33,000.00

CANTON VILLAGE
CONSTRUCTION COMPANY INC.

Third Contract Year Bid Total (Bid Item 3 & 8) the sum of:

Thirty four thousand five hundred dollars
zero cents \$ 34,500.00

Forth Contract Year Bid Total (Bid Item 4 & 9) the sum of:

Thirty six thousand two hundred dollars
zero cents \$ 36,200.00

Fifth Contract Year Bid Total (Bid Item 5 & 10) the sum of:

Thirty seven thousand nine hundred dollars
zero cents \$ 37,900.00

The above unit prices and/or lump sum prices shall include all labor, materials, supplies, equipment, permits, fees, overhead, profit, insurance, and all other costs that may be required or incidental to the completion of the various items of work.

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

Witness: Susan M O J

Signature: Daniel K Bahre

Date: 10-19-2011

Name: DANIEL K. BAHRE
(print or type)

Title: Treasurer

Firm: Canton Village Construction Company Inc

Address: 106 Powder Mill Rd P.O. Box 556
CANTON CT 06019

Telephone: 860-693-0122

Email: CVCC@Comcast.net

This BID is submitted in full compliance with the conditions outlined in the Contract Documents. 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::

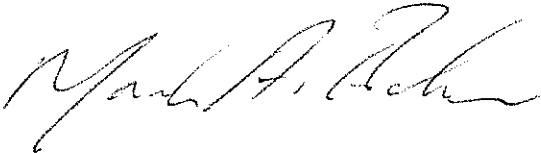
A company organized under the laws of CT, composed of officers as follows:

Henry J. BAARE
President

MARK A. BAARE
Secretary

John H. BAARE
Vice President

Daniel K. BAARE
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)

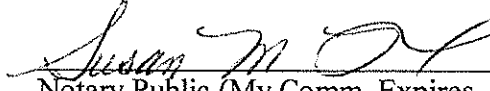
Name & Title (if any)

Name & Title (if any)

This BID must bear the written signature of the BIDDER. If the BIDDER is a partnership, a partner must sign the BID. If the BIDDER is a corporation or limited liability company, the BID must be signed by a duly authorized officer of such corporation or limited liability company.

CANTON VILLAGE
CONSTRUCTION COMPANY INC.

On this 19 day of October, 2011, before me personally appeared Daniel R. Dwyer who made oath that he/she has read the foregoing Non-Collusive and Ethics Affidavit and that based on his/her own knowledge believe the same to be true.


Notary Public (My Comm. Expires 4-30-2014)
Commissioner of the Superior Court

LOCAL PREFERENCE AFFIDAVIT

STATE OF CT)
) ss. CANTON CT Date 10-19-2011
COUNTY OF HARTFORD)

Daniel K. Bahre (affiant), being first duly sworn, deposes and says that:

- 1) That I am over the age of 18 and understand the obligations of an oath.
- 2) That I am the owner, partner, officer, representative, or agent of CANTON Village Construction COMPANY INC, the bidder/proposer that has submitted the attached bid/proposal.
- 3) That bidder/proposer has a principal place of business located at CANTON, which is in the Town of Canton.
- 4) That the bidder/proposer is current on all taxes, both personal and real estate, and all fees, including, but not limited to sewer use fees.
- 5) That if bidder/proposer is not the owner of the real estate where such principal place of business is located, then bidder/proposer is submitting proof that such address is the bona fide principal place of business, such as a lease or personnel property tax bill.
- 6) That bidder/proposer has read the Local Bidder Preference Policy and being aware of its terms and conditions, swears that it is a qualified "Town Based Resident Bidder" as specified in the Policy.

(Signed) [Signature]
Affiant

(Title) Treasurer

On this 19 day of October, 2011, before me personally appeared Daniel K. Bahre who made oath that he/she has read the foregoing Local Preference Affidavit and that based on his/her own knowledge believe the same to be true.

[Signature]
Notary Public (My Comm. Expires 4-30-2014)
Commissioner of the Superior Court

LOCAL BIDDER PREFERENCE POLICY

On any item, project or service which value exceeds \$7,500 or which is advertised through a competitive bid process and in which there is a qualified Town Based Resident Bidder, the lowest responsible bidder shall be determined in the following order:

1. A Town Based Resident Bidder which has submitted a bid not more than 10% higher than the lowest responsible bid may be awarded the bid provided such Town Based Resident Bidder agrees to accept the award of the bid at the amount of the lowest responsible bidder.

2. If more than one Town Based Resident Bidder has submitted a bid not more than 10% higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the Town Based Resident Bidders which submitted the lowest bid.

3. Otherwise, the award will go to the lowest responsible bidder who would qualify if there were no Town Based Resident Bidder.

Any local vendor meeting the requirements of a Town Based Resident Bidder, as defined below, responding to the solicitation shall be required to submit a signed Local Bidder Affidavit Form with the bid submittal. Failure to submit an affidavit form, may at the option of the Town, result in disqualification as a local vendor and ineligibility for contract award.

The term "Town Based Resident Bidder" shall mean any business with a principal place of business located within the Town of Canton. A business shall not be considered to be a Town Based Resident Bidder unless evidence to establish that such business has a bona fide principal place of business in Canton is included with each bid submitted by the business. Such evidence may include documentation of ownership, or a long-term lease of the real estate from which the principal place of business is operated or payment of property taxes on the personal property of the business to be used in the performance of the bid.

The Local Bidder Preference process shall not apply under the following circumstances:

- 1) Professional services contracts which are awarded on subjective criteria in addition to cost.
- 2) Contracts using state, federal or other funds that have regulations disallowing such practice.
- 3) If the qualified Town Based Resident Bidder is not current in the payment of all local taxes.
- 4) Bids made through regional organizations or state agencies such as state contracts, CRCOG or CIRMA, when the product or services offered have already been selected through a competitive process.
- 5) Bids received through a reverse auction process.

END OF SECTION

WINTER SNOW PLOWING AND DE-ICING SERVICES
GENERAL CONDITIONS

Article 1. Definitions:

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings which shall be applicable to both the singular & plural and the male and female thereof:

(a) Agreement: The written agreement between the Owner and the Contractor covering the Work to be performed, including the Contractor's Bid and the Bonds.

(b) Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices of the Work to be performed.

(c) Bidder: Any person, firm, company, corporation, or other legal entity submitting a Bid for the Work.

(d) Bonds: Bid, performance and payment bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

(e) Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the agreement.

(f) Contract Documents: The Invitation to Bidders, Instructions to Bidders, General Conditions, Proposal, Statement of Bidders Qualifications, the Agreement, Technical Specifications, Drawings, Addenda (whether issued prior to opening of Bids or execution of the Agreement), Forms, Permits, Modifications, and such other information as may be included with the Contract Documents.

(g) Contract Price: The total monies payable to the Contractor under the terms of the Contract Documents or in any single Contract Year in a multi-year Contract.

(h) Contract Time: The number of calendar days, months, or years as stated in the Contract Documents during which the Work will be performed.

(i) Contract Year: The fiscal year July 1 to June 30 or such other time period as described in the Contract Documents during which the work may be performed.

(j) Contractor: The person, firm, company, corporation, or legal entity with whom the Owner has executed the Agreement.

(k) Director of Public Works (Director): Wherever in the Contract Documents the word "Director" is used, it shall be understood as referring to the Director of Public Works of the Town of Canton acting personally or through his authorized assistants.

(l) Inspector: The authorized representative of the Director or Owner who is assigned to the project or any parts thereof.

(m) Modification: (1) a written amendment of the Contract Document signed by both parties, (2) a Change Order, (3) a written clarification on interpretation issued by the Director or (4) a written order for a minor change or alteration in the Work issued by the Director. A modification may only be issued after execution of the Agreement.

(n) Owner: Town of Canton acting through its First Selectman or the Chief Administrative Officer or their Agent(s).

(o) Project: The entire Work to be performed as provided in the Contract Documents.

(p) Specifications: The Instructions to Bidders, these General Conditions, the Special Provisions, Drawings, Sketches, Plans, and the Technical Specifications.

(q) Subcontractor: An individual, firm, company, corporation, or other legal entity having a direct contact with the Contractor or with any other Subcontractor for the performance of a part of the Work.

(r) Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, including the furnishing of all labor, materials, equipments and other incidentals.

Article 2. Contract Startup:

(a) Before starting the Work in the First Year and for each of the subsequent Contract Years, a meeting shall be held to review call out procedures, to establish procedures for handling submissions and for processing Applications for Payment, and to establish a working understanding between the parties as to the Work. Additional meetings may be called at the pleasure of the Director from time to time to discuss the progress of the Work with the Contractor.

(b) Within ten (10) calendar days after the Notice of Award and prior to executing the Agreement the Contractor shall furnish the Owner and Director acceptable Certificates of Insurance and Bonds as required by the Contract Documents.

(c) The Contractor shall start the Work on the date on which the Agreement is executed and delivered, or on such other date, as may be specified in the Agreement. However, at the time of the execution and delivery of the Agreement the Owner may give the Contractor a written Notice to Proceed, stating that a different date on which it is expected that the Contractor shall start the Work.

(d) After the First Year of the Contract the Owner shall provide the Contractor a written Notice to Proceed for each of the subsequent Contract Years. The written Notice to Proceed will be the Contractor's formal notice that funds have been made available for the Work for the Fiscal Year. Work undertaken after the First Year of the Contract without a written Notice to Proceed will not be paid by the Owner.

Article 3. Correlation, Interpretation and Intent of Contract Documents:

(a) It is the intent of the Contract Documents to describe the entire Work to be performed by the Contractor in accordance with the Technical Specifications, and other parts of the Contract

Documents. The Contract Documents comprise the entire Agreement between the Owner and the Contractor. They may be altered only by a Modification in writing.

(b) The Contract Documents are complementary: what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Director's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order: Agreement and Specifications. Within the Specifications the order of precedence shall be as follows: Special Provisions, Instructions to Bidders, General Conditions, and Technical Specifications. Any Work that may be reasonable inferred from the Specifications as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. The Contractor assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

Article 4. Copies of Documents:

The Owner shall furnish the Contractor up to five (5) copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies shall be furnished, upon request, at the cost of reproduction.

Article 5. Separate Contracts:

The Owner may award other contracts in the vicinity of the Work which may proceed simultaneously with the execution of this contract. The Contractor shall perform his Work, causing as little interference with other Contractors, so far as circumstances will permit.

Article 6. Subcontractors

(a) Prior to the execution and delivery of the Agreement, the successful Bidder shall submit to the Director for acceptance a list of names of Subcontractors. Prior to the execution and delivery of the Agreement, the Director shall notify the successful Bidder in writing, if the Director, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The Owner shall decide, based on the Director's objection, if the Agreement shall be executed with the existing list. The Contractor has the option to substitute another Subcontractor, person, or organization to satisfy the Director's objection. Failure to notify the Contractor prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Director to reject defective Work, material or equipment not in conformance with the requirements of the Contract Documents.

(b) The Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any Contractual relationship between any Subcontractor and the Owner or the Director to pay or to see to the payment of monies due any Subcontractor, except as may otherwise be required by law.

(c) The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, shall thereby automatically be deemed to be bound by such terms and conditions.

Article 7. Materials, Equipment and Labor; or Equal Clause:

(a) The Contractor shall provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution and completion of the Work.

(b) All materials and equipment shall be in good physical and mechanical condition if not new and acceptable to the Director. If required by the Director, The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment to be furnished.

(c) Wherever in these Contract Documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment shall be regarded as standard. Where such items are specified, this shall not be interpreted to preclude the furnishing of items other than those specified where the quality, use and serviceability of the substitute is adjudged by the Director to be the equal or better than the standard.

(d) All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer.

Article 8. Patent Fees and Royalties:

The Contractor shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He shall indemnify and hold harmless the Owner and the Director and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any infringement of such rights.

Article 9. Permits, Laws and Regulations:

(a) The Contractor shall secure and pay for permits and licenses in connection with the Work.

(b) The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications or Drawings are at variance therewith, he shall give the Director prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Director, he shall bear all costs arising there from.

Article 10. Director of Public Works Control:

(a) In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Director of Public Works (Director) and shall perform all Work to the satisfaction

of the Director, and at such time and places, by such methods and in such manner and sequence as he may require. The Director shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the Contract Documents and Change Orders and shall decide all other questions in connection with the Work.

(b) The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Director shall control or in which Work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the Work shall be so governed and so performed.

Article 11. Contractor's Supervision and Superintendence:

(a) The Contractor shall supervise and direct the Work efficiently and with his best skill and attention. He shall be solely responsible for the means, methods, techniques, sequences and procedures. Before undertaking the Work he shall carefully study and compare the Contract Documents. He shall at once report in writing to the Director any conflict, error or discrepancy which he may discover, the Contractor shall be responsible to see that the Work complies with the Contract Documents.

(b) The Owner, Director, or their agents or employees shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any of the Work.

Article 12. Change in the Work

(a) Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these shall be authorized by Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment shall be made as provided hereafter.

(b) The Director may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the Contractor believes that any minor change or alteration authorized by the Director entitles him to an increase in the Contract Price, he may make a claim therefore as provided hereafter.

(c) Additional Work performed by the Contractor without authorization of a Change Order shall not entitle him to an increase in the Contract Price or an extension of the Contract Time.

(d) It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Owner.

Article 13. Applications for Progress Payments:

- (a) At least ten (10) days before each progress payment falls due, (but not more often than once a month), the Contractor shall submit to the Director for review the Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and supported by such data as the Director may reasonably require.
- (b) The Director shall, within (10) days after receipt of each Application for Payment, either indicate in writing his approval of payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application.
- (c) The Owner shall, within thirty (30) days of presentation of an approved Application for Payment by the Director, pay the Contractor the amount approved by the Director

Article 14. Waivers of Claims and Continuing Obligations:

- (a) The Contractor's obligation to perform the Work in accordance with the Contract Documents shall be absolute. Neither approval of any progress payment by the Director, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work nor in accordance with the Contract Documents.
- (b) The making and acceptance of progress payment shall constitute:
 - 1. A waiver of all claims by the Owner against the Contractor other than those arising from unsettled Liens or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and
 - 2. A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

Article 15. Indemnification:

- (a) The Contractor shall indemnify and hold harmless the Owner and the Director and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such expense is:
 - 1. Attributable to bodily injury, sickness, disease or death, or to injury to or Destruction of tangible property including the loss of use resulting there from and;
 - 2. Caused in whole or in part by the negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- (b) In any and all claims against the Owner or the Director or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

- (c) The obligations of the Contractor under this article shall not extend to the liability of the Director, his agents or employees arising out of:
1. The preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, or specifications.
 2. The giving of or the failure to give directions or instructions by the Director, his agents or employees provided such giving or failure to give is primary cause of injury or damage.

Article 16. Owner's Right to Stop or Suspend Work:

The Owner may at its sole discretion, elect to Stop or Suspend the Work upon seven (7) days written notice to the Contractor.

- (a) If the Work is defective or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- (b) The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date so fixed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time directly attributable to any suspension if he makes a claim therefore as provided in the General Conditions.

Article 17. Owner's Right to Terminate:

The owner may at any time upon seven (7) days written notice to the Contractor Terminate the Work.

- (a) If the Contractor is adjudged as a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if disregards laws, Ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Director, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finishes the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be

determined by the Director and incorporated in a Change Order. Where the Contractor's services have been so terminated by the Owner, said Termination shall not affect any rights of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor shall not release the Contractor from liability.

- (c) The Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Director shall determine the amount of monies due the Contractor.
- (d) If funding is not authorized for the continuation of the Work in subsequent Contract Years.

Article 18. Contractor's Right to Stop Work or Terminate:

If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner (other than due to the lack of snow storm events) or under an order of a court or other public authority, or the Director fails to act on any Application for Payment within sixty (60) days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Director within sixty (60) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the Owner and the Director, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the Agreement, if the Director has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven (7) days notice to the Owner stop the Work until he has been paid all amounts then due.

Article 19. Provisions Required by Law Deemed Inserted:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either the Owner or the Contractor, the Contract shall forthwith be physically amended to make such insertion.

Article 20. Contract Security:

The Contractor shall furnish surety bonds acceptable to the Owner in an amount at least equal to one hundred percent (100%) of the Contract Price of the current Contract Year as security for the faithful performance of this Contract and for payment of all persons performing labor under this Contract and furnishing materials in connection with this Contract. The surety on such bonds shall be a duly authorized surety company, satisfactory to the Owner and authorized to do business in the State of Connecticut and be listed on US Department of the Treasury Circular 570.

Article 21. Call Out Time Liquidated Damages:

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that time period for call out as specified in the Contract Documents for the Work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

If the said Contractor shall neglect, fail or refuse to complete the Work within the time herein specified, or report for work within the call out period, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as herein set forth, for each and every hour or fraction thereof that the Contractor shall be in default after the time stipulated in the Contract for commencing the Work under a call out.

The said amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, the said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates. It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract. Winter weather shall not be considered a valid reason for failure to comply with the terms of a call out. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:

- (a) To any preference, priority or allocation order duly issued by the State or Federal Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, act of God, or of the public enemy, act of the Owner, act of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, and strikes.

Article 22. Nondiscrimination Clause:

Contractor agrees to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 11246, 11375, 11478, and if applicable, the Connecticut Fair Employment Practice Law and any and all similar State or Federal legislation, and any amendments thereof.

Article 23. Wage Scale Provisions:

The Contractor shall comply with the rules, regulations, and legal requirements of the Connecticut Department of Labor concerning the payment of wages and fringe benefits to its employees.

The Contractor shall provide a notarized statement to the effect that all provisions of this Article have been complied with in the performance of the Contract as a condition of the Director authorizing a Progress Payment.

Article 24. Work by Others:

The Contractor agrees that the Owner may permit other persons, firms, corporations or entities to utilize the Public Sidewalk, Driveways and Highways in the Work area and that such permission shall not affect this Contract.

Article 25. Mediation of Disagreements:

In case of any dispute between the Owner and the Contractor or other party making claims in relation to this Contract concerning the respective rights and liabilities of the parties there under, the resolution of which is not covered herein and which cannot be resolved within sixty (60) days, it may be referred to the American Arbitration Association for Non Binding Mediation by either party. The costs of such Mediation shall be borne equally by each party involved in the Mediation. Only in the event of failure to resolve the dispute by Mediation shall a law suit be instituted under this Contract.

Both parties further agree that it is their stated intent to resolve disputes at the earliest possible opportunity and at the least cost to both parties. To further that end, both parties mutually agree that the services of pre-trial dispute resolution offered by the Superior Court of the Hartford - New Britain Judicial District will be utilized in the event a suit is filed by either party.

Article 26. Applicable Law:

This contract is to be governed by and construed in accordance with the laws and customs of the State of Connecticut. Any law suit brought against a party to this Contract shall be in the Superior Court of the Hartford – New Britain Judicial District.

Article 27. Alteration and Amendments:

This contract may be altered, amended or modified only in writing signed by the Owner and the Contractor.

Article 28. Notice:

Any notice under this Contract shall be in writing and shall be sent by Registered or Certified Mail, with Return Receipt, to the Owner c/o its Chief Administrative Officer or the Contractor, each at the last address as designated by each party in writing.

Article 29. Availability of Funding:

The Owner can not guarantee that funding will be available for the Work after the First Year of the Contract (FY 2006-2007). Continuation of the Contract will be conditioned upon the availability of funding in each of the subsequent fiscal years (FY) of the Contract.

It is mutually understood by both parties that in the event the Town does not fund the Work for subsequent FY beyond the First Year that the Contractor shall not be entitled to any compensation for preparations, standby, equipment purchase, or such other items in anticipation of the Work in subsequent FY.

Funding for the Work is and shall be authorized by the Town on an individual FY basis and no guarantee or warranty is made that additional funds will be made available for the Work in subsequent FY.

The Owner or the Director shall endeavor to notify the Contractor at their earliest opportunity if funds are not available or not anticipated to be available for the Work in a FY.

Article 30. Domestic & Foreign Corporations:

Prior to the award of a Contract to a corporation, domestic corporations must demonstrate filing an approved Certificate of Incorporation and foreign corporations must demonstrate filing an approved Certificate of Authority both with the Connecticut Secretary of State's Office

Article 31. Overtime:

Overtime rates will not be paid by the Town for the Contractor's Work. The single stated hourly rate for each of the various items of Work in the Bid shall be for all days all hours during the FY of the Contract.

This will not preclude payment by the Contractor to its employee's overtime rates in accordance with State and Federal law and its contractual obligations to its employees.

**WINTER SNOW REMOVAL AND DE-ICING SERVICES
GENERAL SPECIFICATIONS**

TECHNICAL SPECIFICATION NO. 1:

Plowing and De-Icing

Description:

This item shall consist of furnishing the truck & sander unit with a plow & driver and/or a loader of motor grader with plow & driver and /or a loader or motor grader with plow & driver, fuel, oil, lubricants, tire chains, load cover tarps, shovels, hand tools, maintenance, and other such other incidental items to enable the Contractor to plow and sand public roadways for the passage of traffic. The conditions under which the Contractor shall operate are considered Emergency Conditions due to the hazard of ice and snow accumulating on the roadway.

While the number of hours of plowing and sanding that will be required of the Contractor is unknown in advance for any winter season, it is anticipated that approximately 250 hours of service may be required during the Contract Year. The Contractor should understand that this is at best a guess based upon past experience and that there may be substantial variations in the amount of service required.

The following is the record of hours expended for the last three fiscal years:

| Fiscal Year | Hours |
|------------------------|---------------|
| 2008-2009 | 220.25 |
| 2009-2010 | 277.25 |
| 2010-2011 | <u>232.25</u> |
| Three Year Total | 729.75 |
| Average of Three Years | 243.25 |

Materials:

The Contractor shall furnish all the required materials as may be necessary to accomplish the Work with the exception of the following:

1. The Town shall supply at the Highway Department Yard on Old River Road sand, salt, or sand-salt mixture as may be designated by the Director of Public Works. Loading of the Contractor's truck shall be by Town equipment. The Contractor's driver shall be qualified by examination by the Director of Public Works to operate such Town equipment as may be necessary in the event that Town personnel are not available to operate the Town equipment to load the Contractor's truck.
2. Plow blades in standard highway punch of eleven foot (11') length shall be provided to the Contractor on an as needed basis during plowing and sanding operations. The Contractor's driver shall assist Town's personnel in the removal of the old plow blade and the installation of the new plow blade. Such work shall be accomplished at the Highway Department Garage in accordance with the procedures and requirements of the Director of Public Works.
3. The Director of Public Works shall provide a location outside of the Highway Garage where the Contractor may park his equipment and have access to a 120 volt outside outlet for energizing a block heater.

Availability of Equipment and Personnel:

The Contractor shall have available equipment and personnel for the exclusive use of the Town as may be necessary to fulfill his Contract obligations during the period from 1 November to 30 April (Winter Season) in any Contract Year. At other times of the year, equipment and personnel shall be made available to the Town on an as needed basis as may be mutually agreeable to both parties to fulfill the minimum Contract commitment.

Methods:

The Contractor shall operate plowing and sanding equipment in a safe manner consistent with the roadway and weather conditions prevailing at the time of the work. It should be expressly understood that roadway and weather conditions may make the Contractor's operations hazardous and they are outside of the owner's power to control. Depending upon the rate of accumulation and type of freezing precipitation, the Contractor may only clear a single lane width on a given circuit of the established plow and sanding route. As the storm diminishes in severity additional circuits of the plow route will enable the Contractor to push back to the edge of the roadway and fully open the traveled way.

Application of de-icing chemical, treated salt or traction sand shall be metered to enable optimum coverage of the plowed lane based upon prevailing and anticipated roadway surface conditions. Hills, approaches to stop signs & traffic lights, curves, and bridge decks will require an additional level of attention compared to a flat straight roadway.

Due to the severity of some roadway gradients and the possibility of ice formation, the only practical application may be to back the plow truck up the gradient while applying de-icing chemical or traction

sand. This process is potentially very hazardous and requires considerable skill with the equipment, good judgment, and steady nerves.

The Contractor's operator should at all times realize that he is sharing the roadway with other motorists with different levels of skill in operating their vehicles under winter conditions. This may present a greater hazard than the weather or roadway conditions.

Response Time:

The Contractor shall commence operations with a fully equipped truck, plow, and sander combination at the Highway Department Yard no later than sixty (60) minutes after being called out by the Director of Public Works or the Canton Police Department. This shall be evidenced by a request time by the Canton Police Department and a time clock punch-in at the Highway Department Garage.

Failure to meet the sixty (60) minute call-out time period may result in liquidated damages being assessed against the Contractor for each fifteen (15) minute period beyond the sixty (60) minute call-out period.

Equipment:

The Contractor shall provide heavy duty two axle single unit special purpose or dump truck(s) outfitted with an eleven (11') foot power swing plow, tire chains for the drive wheels, hand tools, shovel, and hydraulically driven sander unit and/or a rubber tired loader or motor grader with an eleven (11') foot (minimum) plow.

Trucks shall be capable of a 360 degree turning movement in a standard town cul de sac of 100 foot diameter without backing. The trucks shall be in good physical and mechanical condition and bearing current tags, plates, and be marked in accordance with Connecticut Department of Transportation and Motor Vehicle requirements. The truck shall be "street legal" to operate on Connecticut public highways. The truck shall be equipped with all standard safety equipment in addition to strobe or rotating warning beacons. The discharge area of the sander shall be illuminated and have a 36" x 36" (min) reflective warning sign warning following motorists to keep back 100'.

The Contractor's equipment shall have a valid "amber" warning light permit issued by the Canton Police Department.

The loader or grader shall be in good physical and mechanical condition and bearing current tags, plates and be marked in accordance with Connecticut Department of Transportation and Motor Vehicle requirements. The loader shall be "street legal" to operate on Connecticut public highways. The loader shall be equipped with all standard safety equipment in addition to strobe or rotating warning beacons. The rear of the loader shall be illuminated and have a 36" x 36" (minimum) reflective warning sign warning following motorists to keep back 100'.

The Contractor's equipment shall be subject to the inspection of the Director of Public Works. In the event that the Director of Public Works determines that the equipment is unfit for service, it shall be taken out of service and a replacement unit of similar capacity shall be provided to the Work site within sixty (60) minutes of the Director of Public Works notice to the Contractor. Failure to provide a replacement unit or repairing the defective unit within sixty (60) minutes may result in liquidated

damages being assessed against the Contractor for each fifteen (15) minute period beyond the initial sixty (60) minute call-out period.

Radio Communication:

The Contractor's equipment shall have two way radio equipment turned to the Canton Public Works frequency to enable communication with other Public Works operating units. The Contractor's operators shall be instructed by the Director of Public Works in proper radio procedures in accordance with Highway Department and FCC requirements. Failure of the operator to follow such procedures shall result in suspension at the sole discretion of the Director of Public Works.

Work Assignments:

The Director of Public Works may assign the Contractor's driver such work assignments as he would to a regular member of his staff. Such work assignments may include, but be not limited to, such work assignments as placement of barricades, traffic control, or such other work as may be necessary. The Contractor's shall be compensated at the unit price per hour for Winter Plowing and Sanding for the contract year of the services for such work.

Contractor's Personnel:

The Contractor shall have on his staff an adequate number of drivers with valid Connecticut Commercial Drivers Licenses for the type of equipment being operated by the Contractor. The driver shall receive supervisory control from the Director of Public Works as to the manner and methods of operation on the public highway. The Director of Public Works may direct the driver of the Contractor's equipment to park his unit in the event of unsafe conduct or operation. The Contractor shall substitute the suspended driver with another driver within sixty (60) minutes of the suspension upon notice by the Police Dispatcher or the Director of Public Works. The suspended driver shall not work on this project again until reinstated in writing by the Director of Public Works. The Director of Public Works may, at his sole option, refer the actions of the suspended driver to the Canton Police Department for enforcement action. Failure of the Contractor to provide a substitute driver within the sixty (60) minute period may result in liquidated damages being assessed against the Contractor for each fifteen (15) minute period beyond the initial sixty (60) minute call-out period.

Driver Facilities:

The Contractor's driver shall be able to utilize all facilities at the Highway Department Garage as if he were a regular Town's employee. Locker space, toilet facilities, shower, kitchenette, etc. will be made available to the driver. The Contractor or the driver shall provide personnel items such as towels, soap, food, etc. as may be required to utilize the facilities. The driver will be expected to cleanup after himself and assist Town's personnel in the routine maintenance and cleaning of the facility.

Facilities are available for male-female or handicapped. If a qualified driver requires special facilities due to a physical limitation, the Contractor shall so inform the Director of Public Works in writing so that the necessary accommodations may be made for the individual.

Driver's Equipment:

Drivers shall be provided by the Contractor with heavy duty coveralls, rain suit (pants and jacket w/hood), work boots with steel toes, insulated parka w/hood, gloves, flashlight or lantern with spare batteries, reflectorized safety vest, hard hat, and rubberized over boots. The Driver should be prepared to be able to work out of doors or in the cab of a truck for extended periods. The Contractor shall provide for relief drivers in the event of the Work being for extended periods due to the emergency conditions.

It is recommended that the driver have a complete change of clothing and toilet articles available to him. These may be stored in an assigned locker; the driver shall provide his own lock.

During the Winter Season the Contractor shall provide the drivers, both primary and alternate, phone numbers and beepers to enable the Director of Public Works or the Police Department to contract them in the event of a Call Out.

Mandatory Training:

Prior to the start of the Winter Season in each Contract Year the Contractor shall provide for a Mandatory training session which shall be conducted under the supervision of the Director of Public Works. The training shall be required of all Contractors' personnel that will be listed with the Director of Public Works for call out. The training shall include all aspects of winter plowing and sanding operations and shall address coordination with the Town's DPW. The training session shall be not less than eight (8) hours in duration and may be schedule over a several day period as may be mutually agreeable between the Contractor and the Director.

The written program of training shall be provided to the Director for review and approval prior to implementation. The program of training shall include classroom as well as operational instruction of the Contractor's and Town's equipment. The training shall address routine and emergency procedures and policies that shall apply to the conduct of the Work.

The training shall be an incidental part of the Contract and no direct payment shall be made to the Contractor for it.

Emergencies & Accidents:

In the event of an event requiring assistance from other Town emergency units (DPW, Police, Fire or Emergency Medical Services), the operator shall notify the Director by the Public Works radio network or by available telephone if out of radio communication. The location, nature of the emergency or accident, assistance requested, and other information as the Police Department Communications Center may request shall be reported by the operator. The operator shall than provide such assistance as he may be qualified to render to prevent further injury or secure the site of the event until the arrival of other emergency units.

Call Out Lists:

The Contractor shall provide the Director with a Call Out List which shall have as a minimum the employee's name, address, phone number, emergency number, and beeper number such that the Police Dispatcher or the Director may contact the employee.

The Call Out List shall also include the principals of the firm such that the Police Department or the Director may contact them in the event of an emergency or if there is a failure on the part of the firm's employees to respond to a Call Out.

Method of Measurement:

This Work shall be measured by the hour or fraction thereof based on the punch-in to punch-out time as registered on the time clock at the Canton Highway Department Garage on Old River Road.

Basis for Payment:

This Work shall be paid for at the Contract unit price per hour for Winter Plowing and Salting for Trucks and/or Loader or Motor Grader for the Contract Year of the services as may be applicable. Which price shall include all materials, fuel, lubrication, repairs, supplies, tools, equipment, and labor and things incidental thereto for all Work required to complete the project.

TECHNICAL SPECIFICATION NO. 2

Winter Snow Removal and De-Icing Services

Description:

The initial Winter Plow and Salting Route for the Contractor shall include the following public highways. The list of highways to be plowed and sanded by the Contractor may be revised from time to time at the sole discretion of the Director.

Roadway List:

| | |
|---------------------|-------------|
| Barbourtown Road | 2.72 miles |
| Bunker Hill Road | 1.26 |
| Deer Run Road | 0.02 |
| Freeland Farms Road | 0.20 |
| Hanson Road | 0.70 |
| North Mountain Road | 1.15 |
| Stone Meadow Lane | 0.15 |
| Timbercrest Drive | 0.51 |
| West Road | 1.25 |
| Woodchuck Hill Road | <u>0.65</u> |
| | 8.61 miles |

The roadways that makeup the Winter Plow and Salting Route (Route) shall be subject to change until the formal list for any Contract Year is issued by the Director of Public Works. While it is the intent of the Contract to keep the Route the same within a given Contract Year, it must be expressly understood by the Contractor that the Route may be changed with minimal notice during the Contract Year to accommodate unforeseen circumstances and changing conditions. Any change in the Route shall be at the sole discretion of the Director of Public Works.