

Invitation to Bid

2018-01 Turf Maintenance Services: Eric W. Auer Killingworth Recreational Park

Section 1: General Information

1.01 Purpose of ITB

To obtain bids for turf maintenance services for Town of Killingworth Parks and Recreation Commission at the site of the **Eric W. Auer Killingworth Recreational Park**, 13 Parker Hill Road Ext. Killingworth, CT.

1.02 Definitions

Contract: The agreement to be entered into for services between the Town and the contractor who submits the bid accepted by the Town.

Contract Administrator: The Town of Killingworth Parks and Recreation Commission duly authorized representative.

Turf maintenance: The work and provisions described by the Service Contract and all addenda thereto.

Parks and Recreation Commission, Town, and Town of Killingworth: Authorized representative shall be understood to mean one and the same.

ITB – Invitation to Bid

Contractor: The person or firm submitting the bid and/or the person or firm awarded the contract.

1.03 Contract Administrator

The contract awarded as a result of this Request for Bids shall be under the control and supervision of the Town of Killingworth, Director of Parks and Recreation or his/her designee.

1.04 ITB Coordinator/Communications

Upon release of this ITB, all contractor communications concerning this information request should be directed in writing to the ITB Coordinator listed below. Unauthorized contact regarding this ITB with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town.

Name: Elizabeth Disbrow

E-mail: edisbrow@townofkillingworth.com

1.05 Field Site Tour

Contractors are strongly encouraged to visit the field site prior to submitting their bid. The Town will host a field site tour on **Saturday June 2, 2018 at 8:30 a.m.** Although participation in the site tour is at the discretion of the contractor, participation is encouraged. If the Town receives bids that are approximately equal in value, bids received from vendors who attended the tour will be given preference.

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Preliminary Schedule

These dates are estimated and are subject to change by the Town.

EVENT	DATE
Release ITB to Contractors	May 17, 2018
Field Site Tour	June 2, 2018
Contractor Questions (if any) due	June 4, 2018
Bid Responses Due	June 11, 2018
Bid Evaluation Complete	June 25, 2018
Contract in Place	July 2, 2018

1.07 Response Format

Bids should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the ITB. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the bids should be on completeness, clarity of content and adherence to the presentation structure required by this ITB.

1.08 Completeness of Bid

The Contractor must attach the Bid Form (Form 1) signed by a Contractor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Contractor takes to the Town's ITB, or declare that there are no exceptions taken to the ITB. A total bid amount must be included in the designated area at the bottom of the form.

1.09 Bid Response Date and Location

Bids must be submitted to the Town of Killingworth, Town Hall no later than **June 11, 2018 at 4 pm**. All bids must be sealed and in an opaque envelope and clearly marked "**Bid for Turf Maintenance Services: Eric W. Auer Killingworth Recreational Park**". The official clock for submissions is located at the Town Hall (address listed below). All bids and accompanying documentation will become the property of the Town and will not be returned. Contractors accept all risks of late delivery of mailed bid regardless of fault.

ITB Delivery Address: Town of Killingworth
 323 Route 81
 Killingworth, CT 06419
Phone: 860-663-1765, x 501

1.10 Required Number of Bid

One original copy must be received by the date and time listed in section 1.09.

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1.11 Contractor's Cost to Develop Bids

Costs for developing the bid in response to the ITB are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Town.

Section 2: Terms and Conditions

2.01 Questions Regarding the ITB

Oral interpretations of the ITB specifications are not binding on the Town. Requests for interpretations/clarification of the ITB specification must be made in writing and submitted to the ITB Coordinator no later than June 4, 2018.

2.02 ITB Amendments

The Town reserves the right to request that any respondent clarify its bid or to supply any additional material deemed necessary to assist in the evaluation of the bid.

The Town reserves the right to change the ITB schedule or issue amendments to the ITB at any time. The Town also reserves the right to cancel or re-issue the ITB. All such addenda will become part of the ITB. It is the Contractor's responsibility to check the Town's web site for the issuance of any amendments prior to submitting a bid. If an amendment is issued, Contractors must indicate an Acknowledgement of Amendment, in their final bid (Attachment "A").

2.03 Withdrawal of Bid

Bids may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Bids cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Bids

The Town reserves the right to reject any or all bids, to waive any minor informalities or irregularities contained in any bid, and to accept any bid deemed to be in the best interest of the Town.

2.05 Bid Modification and Clarification

Modification of a bid already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original bid.

2.06 Bid Validity Period

Submission of a bid will signify the Contractor's agreement that its bid and the contents thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The bid will become part of the contract that is negotiated between the Town and the successful Contractor.

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2.07 Bid Signatures

1. An authorized representative must sign the bid, with the Contractor's address and telephone information provided. Unsigned bids will not be considered.
2. If the bid is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the bid is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the bid is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. The Town reserves the right to request documentation showing the authority of the individual signing the bid to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the bid to be rejected as non-responsive.

2.08 Equal Opportunity

This Town is committed to ensuring that all firms have an equal opportunity to participate in Town Contracts.

2.09 Non-Discrimination

During the performance of this contract, the Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

2.10 Non-Collusion Affidavit

The bid submitted for the ITB shall include the Non-Collusion Affidavit (Attachment "B").

2.11 Insurance Requirements

The Town will require the selected Contractor to comply with the insurance requirements as listed in Attachment "C". Questions regarding insurance requirements may be discussed with the ITB Coordinator.

2.12 Other Compliance Requirements

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to

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protection of public and employee safety and health: environmental protection by waste reduction and recycling: the protection of natural resources: permits; fees; license; taxes; and similar subjects.

2.13 Ownership of Documents

Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the Town.

2.14 Confidentiality of Information

All information and data furnished to the Contractor by the Town, and all other documents to which the Contractor's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

2.15 Hold Harmless

The Contractor shall hold harmless, defend, and indemnify the Town and the Town's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

Section 3: Requested Services

3.01 Duration of Contract

The Town anticipates the service period to be from July 1, 2018 through June 30, 2019. The contract may be renewed for three (3) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid.

3.02 Contractor Information

The forms referenced below must be submitted with the Contractor bid. Please mark those areas that do not apply to your bid with an N/A. Do not leave any space blank.

3.03 Change of Scope

A Discretionary Work Request Form shall be executed and filed with the Town for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the Contractor and the Town, shall become binding to both parties thereto.

3.05 Scope of Services

A. Responsibilities

1. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The Contractor shall ensure that employees comply with all Town of Killingworth and State of Connecticut regulations and practices.

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3. The Contractor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous and neat in appearance.
 4. The Contract Administrator or appointed representative shall inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Contractor. Notification may be verbal or written. The Town will require the Contractor to rectify the deficiency within 48 hours.
 5. The Contractor shall be issued necessary gate and storage access key set(s). In no case shall the Contractor make duplicates of any Town keys.
 6. The Contractor and his/her employees shall ensure that all gates giving access to Town facilities are secured.
 7. The Contractor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 8:00 am – 5: pm. An after hours Town contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
 8. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of landscape maintenance operations and management of the work site.
 9. Incidents, altercations or accidents involving facility visitors, Contractor's employees or Town employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Contractor describing the incident or accident.
- B. Equipment and Supplies
1. The Contractor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.
 2. The Contractor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (Town owned equipment) or unsafe working condition.
- C. Waste/Materials Disposal
1. The Contractor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon Town property or any property contiguous thereto.

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2. The Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor holds the Town faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.
 3. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.
- D. Park Location
1. Eric W. Auer Killingworth Recreational Park, 13 Parker Hill Road Extension.
- E. Daily Sports Turf Maintenance Tasks
- Maintenance and observation of the irrigation system during times when in use (usually July through October). Irrigation system management, maintain, programming system and watering during the season.
- F. Weekly Sports Turf Maintenance Tasks
- Mowing of 4 athletic fields
- G. Bi-Monthly Turf Maintenance Tasks
- Mow common areas
- H. Yearly Sports Turf Maintenance Tasks
- Aerate athletic fields as necessary
Cut hay fields
Fertilize, re-seed as necessary and lime in accordance with soil tests
(Organic Program, reports to CT Water Co. and the Recreation Department)
- I. On-Call Services
- As required for special events or in case of emergencies.

Section 4: Bid Evaluation

4.01 Evaluation Procedures

Bids will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Contractor's bid and how well the bid meets the needs of the Town. A contract will be awarded based upon the following criteria: price quote, equipment inventory, and the Contractors demonstrated ability to provide landscape services for large public parks.

4.02 Contractor Presentation, Committee Interview and Additional Information or Reviews

After the bids are evaluated, the Selection Committee will determine whether formal presentation and interviews are necessary, and if so, which Contractors may be invited to make formal presentation

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and/or site for a panel interview with the Selection Committee. The Town may choose not to require formal presentations or interviews. The Town may choose to contact officials from other jurisdictions regarding the Contractor, their prior work experience, and their ability to successfully complete the scope of services. The Town may request clarification or additional information from a specific Contractor in order to assist in the Town's evaluation of a bid.

4.03 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract. The recommendation will be forwarded to the Town for formal acceptance.

4.04 Contract Award and Execution

The Town reserves the right to make an award without further discussion of the bid submitted. Therefore, the bid should be initially submitted on the most favorable terms the Contractor can offer.

The Town shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the ITB and the successful Contractor's response, as amended by Contract between the Town and the successful Contractor, including e-mail or written correspondence relative to the ITB, will become part of the contract documents. Additionally, the Town will verify Contractor representations that appear in the bid. Failure of a Contractor to perform services as represented may result in elimination of the Contractor from further competition or in contract cancellation or termination.

The Contractor selected as the apparently successful Contractor will be expected to enter into a contract with the Town. A sample Town contract is provided in Attachment "D". Please review the sample contract prior to submitting a bid. These documents are for information purposes only and are not part of the submittal requirements.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Contractor fails to sign the contract within five (5) business days of delivery of the final Contract, the Town may elect to cancel the award and award the Contract to the next-highest ranked Contractor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.

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Form #1
Bid Form

To: Town of Killingworth Parks and Recreation Department

From: _____

Contractor Name
Contractor Address
Town, State, Zip Code
Telephone Number
E-mail address

1. Response

The undersigned hereby certifies that he/she has read the requirements and specifications for the providing landscape services in accordance with the Town of Killingworth Request for Bid: thoroughly understands the same; and proposes to meet or exceed the specifications.

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the Town's Request for Bid.

No Exceptions

3. Bid Amount

Please provide a breakdown for landscape services, providing a total at the bottom.

TOTAL PRICE \$ _____

Signed: _____ Dated: _____

Title: _____

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BID DUE DATE/TIME: Monday, June 11 , 2018 at 4:00 p.m.

**Form #2
Contractor Information**

1. Contractor Information: _____

2. Home Office Address: _____

3. Killingworth Business Address: _____

4. Name, Title, Address, Telephone Number, FAX Number and E-mail Address of the person to be contacted concerning the bid:

5. Home Office Address, Telephone Number and Website Address.

6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract.

7. Attach to this form an inventory of equipment that you currently own, by make, size, year and condition.

8. Attach to this form a list of equipment by make and size that you plan to purchase within the next twelve months.

9. Attach to this form a list of professional qualifications, licenses, certificates and years of experience for all on-site supervisors and/or lead workers.

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10. A subcontractor is defined herein as one who contracts with the Contractor to furnish materials and labor for performance of the work at the site of the work. Attach to this form a list of those individuals/firms that would perform 5% or more of the total amount of the bid.

11. Specify the person to be the Contract Manager. List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the Town's direct contact for the provisions within any contract awarded from this ITB.

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Form #3
Client References

Reference #1

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #2

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

Reference #3

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

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Attachment "A"
ACKNOWLEDGEMENT OF AMENDMENTS

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of any and all amendments to the documents posted on the town's website www.townofkillingworth.com under "Town of Killingworth Public Notices" posted on or before June 7, 2018 at 4:00 p.m.

Contractor Name: _____

Address: _____

Town, State, Zip: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

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**Attachment "B"
NONCOLLUSION AFFIDAVIT**

State of _____)

)

County of _____)

I, the undersigned, being of duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a bid to the Town of Killingworth Parks and Recreation Commission for consideration in the award of a contract on the specifications contained in ITB 2018- 01.

I further acknowledge that by signing my signature, I am to have signed and have agreed to the provisions of this affidavit.

Name of Project: Turf Maintenance Services for Eric W. Auer Killingworth Recreational Park

(Name of Firm)

BY: _____

(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____ 2018.

Notary Public

CORPORATE SEAL:

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**Attachment "C"
INSURANCE REQUIREMENTS**

The Contractor shall provide and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Town. Questions regarding insurance requirements may be discussed with the Parks and Recreation Director.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed. 10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, and any auto, for activities involving other than incidental personal auto usage.
3. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Connecticut.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Connecticut.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

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Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage

- a. The Town, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers.
- b. The Contractor's insurance shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Town.

E. Verification of Coverage

Contractor shall furnish the Town with certificates of insurance affecting coverage required by this contract.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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**Attachment "D"
CONTRACT**

Between the Town of Killingworth and _____.

This Agreement is entered into by and between the Town of Killingworth, a municipal corporation, hereinafter referred to as the "Town," and _____, whose address is _____ hereinafter referred to as the "Contractor."

WHEREAS, the Town desires to have certain services performed for its citizens; and

WHEREAS, the Town has selected the Contractor to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Duration of Agreement. This Agreement shall be in full force and effect for a period running from _____ through _____, unless sooner terminated under the provisions of this agreement.

2. Scope of Services to be Performed by Contractor. The Contractor shall perform those services according to the _____. In performing such services, the Contractor shall comply with all federal, state and local laws and regulations applicable to the performance of such services. The Contractor shall perform services diligently and completely and in accordance with professional standards of conduct and performance.

3. Compensation and Method of Payment. Payment will be made according to the terms outlined in Exhibit "A." The Contractor shall submit invoices for work performed using the form set forth in Exhibit "B."

The Contractor shall complete and return to the Town Exhibit "C," Tax Identification Number, prior to or along with the first invoice submittal. The Town shall pay the Contractor for services rendered within ten days after Town Commission approval.

4. Ownership and Use of Documents. Any records, files, documents, drawings, specifications, data or information, regardless of form or format, and all other materials produced by the Contractor in connection with the services provided to the Town, shall be the property of the Town whether the project for which they were created is executed or not.

5. Independent Contractor. The Contractor and the Town agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The

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Contractor will be solely responsible for its acts and for the acts of its agents, employees, subcontractors, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

6. Indemnification. The Contractor shall defend, indemnify, and hold the Town, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor, in performance of this Agreement, except for injuries and damage caused by the sole negligence of the Town.

7. Insurance.

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Town.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed. 10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, and any auto, for activities involving other than incidental personal auto usage.
3. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Connecticut.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Connecticut.

C. Deductibles and Self-Insured Retentions

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Any deductibles or self-insured retentions must be declared to and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions

Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

3. General or Commercial Liability and Automobile Liability Coverage

- e. The Town, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers.
- f. The Contractor's insurance shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- g. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, or volunteers.
- h. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Town.

E. Verification of Coverage

Contractor shall furnish the Town with certificates of insurance affecting coverage required by this contract.

F. Subcontractors

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Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

8. Record Keeping and Reporting.

A. The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Contractor shall also maintain such other records as may be deemed necessary by the Town to ensure proper accounting of all funds contributed by the Town to the performance of this Agreement.

9. Termination.

A. The Town reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30) days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Contractor pursuant to this Agreement shall promptly be submitted to the Town.

B. In the event this Agreement is terminated or suspended, the Contractor shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination.

C. This Agreement may be canceled immediately if the Contractor's insurance coverage is canceled for any reason, or if the Contractor is unable to perform the services called for by this Agreement.

D. This provision shall not prevent the Town from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

10. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor under this Agreement, on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental or physical handicap.

11. Assignment and Subcontract. The Contractor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the Town.

12. Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement.

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Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

13. Notices. Notices to the Town shall be sent to the following address:

Town of Killingworth Park and Recreation Commission
323 Route 81
Killingworth, CT 06419

Notices to the Contractor shall be sent to the following address:

14. Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Town and the Contractor, who agree that the Agreement shall be reformed to replace such stricken provisions or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

TOWN OF KILLINGWORTH:

CONTRACTOR:

By: _____

By: _____

Title: First Selectwoman

Title: _____

Date: _____

Date: _____

Attest/Authenticated:

Town Clerk