

TOWN OF VERNON

CONTRACT #1008-06/14/12

**FOR THE
HAULING OF RECYCLABLES AND BULKY WASTE
FOR THE DEPARTMENT OF PUBLIC WORKS**

CONTRACT

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and USA HAULING & RECYCLING, INC. (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**FOR THE HAULING OF RECYCLABLES AND BULKY WASTE
FOR THE TOWN OF VERNON**

all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defects is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be provided by Connecticut law and custom.

c. See Standard Instructions to Bidders (Page I-2 of 2) for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgement in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damage or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take measures as well, in the judgement of the Administrator, insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of

employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

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

K. LAWS AND JURISDICTION. The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorneys' fees and costs arising from a claim of violation of said Act.

M. DISPUTES. The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

O. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgement by the parties.

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

18 day of JULY, 2012.

Signed in the presence of:

Diane Wheelock
Diane Wheelock
Robert Klemhans
Robert Klemhans

THE TOWN OF VERNON:

By: John Ward
John Ward
Town Administrator

Signed in the presence of:

Aimee Jaccynese
Aimee Jaccynese
Suzanne Clark
Suzanne Clark

CONTRACTOR:

By: Mark L. Munn
Name: Mark L. Munn
Title: Sales Manager

TOWN OF VERNON

CONTRACT #1008-06/14/12

FOR THE
HAULING OF RECYCLABLES AND BULKY WASTE
FOR THE DEPARTMENT OF PUBLIC WORKS

PROPOSAL

TO: Town of Vernon
14 Park Place
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;

B. He has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

ALTERNATE BIDS

1. Price per round trip for haulage of municipal bulky waste to an alternate Town-approved facility. Yearly estimate @ 275 trips.

(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	UNIT Annual Cost	Estimated Annual Cost
2012-2013	\$ 110.00	\$30,250. Dollars and 00 Cents	\$ 30,250.00
2013-2014	\$ 110.00	\$30,250. Dollars and 00 Cents	\$ 30,250.00
2014-2015	\$ 112.20	\$30,855. Dollars and 00 Cents	\$ 30,855.00
2015-2016	\$ 114.45	\$31,473. Dollars and 75 Cents	\$ 31,473.75
2016-2017	\$ 116.74	\$32,103. Dollars and 50 Cents	\$ 32,103.50
TOTAL	\$ 119.08	\$32,747. Dollars and 00 Cents	\$ 32,747.00

2. Price per round trip for haulage of recycling to an alternate Town-approved facility. Yearly estimate @ 175 trips.

(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2012-2013	\$ 110.00	\$19,250. Dollars and 00 Cents	\$ 19,250.00
2013-2014	\$ 110.00	\$19,250. Dollars and 00 Cents	\$ 19,250.00
2014-2015	\$ 112.20	\$19,635. Dollars and 00 Cents	\$ 19,635.00
2015-2016	\$ 114.45	\$20,028. Dollars and 75 Cents	\$ 20,028.75
2016-2017	\$ 116.74	\$20,429. Dollars and 50 Cents	\$ 20,429.50
TOTAL	\$ 119.08	\$20,839. Dollars and 00 Cents	\$ 20,839.00

3. Price per ton for disposal of municipal bulky waste to an alternate Town-approved facility. Yearly estimate @ 1,800 tons.

(Unit Price x Estimated tonnage = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2012-2013	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00
2013-2014	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00
2014-2015	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00
2015-2016	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00
2016-2017	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00
TOTAL	\$ 80.00	\$144,000. Dollars and 00 Cents	\$144,000.00

The undersigned declares that the signer of this proposal is:

- (a) INDIVIDUAL doing business as
- (b) PARTNERSHIP doing business as
- (c) CORPORATION entitled USA Hauling & Recycling Inc.

organized under the laws of the State of Connecticut and having its
Principal offices at 15 Mullen Rd, Enfield, CT 06082.

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

Mark Murren
Signature of Authorized Representative

Mark Murren, Sales Manager
Print Name and Title

USA Hauling & Recycling Inc.
Print Firm Name

15 Mullen Rd
Print Street Address

Enfield, CT 06082
Print City, State and Zip Code

Mark Murren
Contact Name

860-746-3200 or 800-998-2984
Area Code and Telephone Number

860-741-5927 or 860-741-9132
Area Code and Telecopier (Fax) Number

I, Mark Murren, hereby certify that I do not hold any executive or
appointive office in the government of the Town of Vernon; furthermore, I do not anticipate
holding or seeking office in the Town of Vernon for the duration of this contract. I further
certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

6/13/2012
Date

Mark Murren
Signature