

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON

CONTRACT #2003-02/02/17

**FOR THE
HAULING AND DISPOSAL
OF RECYCLABLES AND BULKY WASTE
FROM TRANSFER STATION
FOR THE DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF 5 YEARS**

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LEGAL NOTICE

TOWN OF VERNON

CONTRACT #2003-02/02/17

REQUEST FOR PROPOSALS

**FOR THE HAULING AND DISPOSAL OF RECYCLABLES AND BULKY WASTE
FROM TRANSFER STATION FOR THE DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF 5 YEARS**

INVITATION TO BID

The Town of Vernon, Connecticut is seeking proposals for the hauling and disposal of recyclables and bulky waste collected at the Town of Vernon Transfer Station for the Department of Public Works for a period of five years.

Copies of the RFP are available online at the Town of Vernon website at www.vernon-ct.gov/legal-notices with reference to Contract #2003-02/02/17 and at the Department of Administrative Services website at www.das.ct.gov.

All questions about the proposals should be directed to John D. Ward, Town Administrator, by e-mail at jward@vernon-ct.gov, with copies to Robert Kleinhans, Director of Public Works Department, by e-mail at rkleinhans@vernon-ct.gov, no later than 3:30 p.m. on January 27, 2017. Answers to all so received questions shall be posted by January 31, 2017 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with the Contract #2003-02/02/17.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "**BID DOCUMENT – DO NOT OPEN - CONTRACT #2003-02/02/17**" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by **Thursday, February 2, 2017 at 11:30 AM**; at which time proposals shall be opened and read aloud publicly. E-mailed, faxed or late bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality - If Respondent believes that any information in its proposal should be treated as confidential that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

John Ward
Town Administrator

TOWN OF VERNON

OFFICE OF THE TOWN ADMINISTRATOR

VERNON, CONNECTICUT

STANDARD INSTRUCTIONS TO BIDDERS

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. **The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".**

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked **"BID DOCUMENT - DO NOT OPEN – CONTRACT #2003-02/02/17"**. The bid envelope shall indicate the contract number as shown on the "Invitation To Bid".
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawal of bids, received later than the time and date set for the bid opening, will not be considered.
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**
7. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.

10. The Town will not accept any additional charges for freight or shipping.
11. The successful bidder must carry Workers' Compensation Insurance, a minimum of \$1,000,000/\$1,000,000/\$1,000,000 Bodily Injury Liability Insurance, a minimum of \$1,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$1,000,000 Single Limit, or comparable coverages.
12. All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

TOWN OF VERNON
DEPARTMENT OF PUBLIC WORKS

CONTRACT #2003-02/02/17

REQUEST FOR PROPOSALS

**FOR THE HAULING AND DISPOSAL OF RECYCLABLES AND BULKY WASTE
FROM TRANSFER STATION FOR THE DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF 5 YEARS**

SPECIAL INSTRUCTIONS TO BIDDERS

- 1) Information or questions concerning this contract should be directed to Robert J. Kleinhans, Director of Public Works, 375 Hartford Turnpike (Route 30), Vernon, CT 06066. Telephone (860) 870-3500.
- 2) **DEVIATIONS**: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding.
- 3) **BID BOND PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS**: A bid bond in the amount of 10% of the base bid proposed fee for the first year of the hauling contract shall be provided with the Proposal. The bond shall be from a company licensed by the State of Connecticut having its principal office in the United States.

NOTE: All proposals shall be signed by an individual authorized to bind the firm.

The Contractor shall provide performance and labor and materials bonds, each for a term of not less than a one (1) year period issued by a surety company satisfactory to the Town and licensed to do business in the State of Connecticut, which bonds or renewals, extensions or replacements thereof shall remain in full force and effect for the term of the contract and any mutually agreed extensions thereto.

The performance bond will obligate the surety such that the Contractor shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract as specified and at the times and in the manner prescribed, or the surety shall pay over, make good and reimburse the Town all loss and damage which the Town may sustain by reason of failure or default on the part of the Contractor under the provisions of the contract. The labor and materials payment bond will obligate the surety such that the Contractor shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in the contract.

Both the performance bond(s) and labor and material payment bond(s) shall be in amounts equal to 100% of services for one (1) year. At the commencement of each renewal of bonding period, the amount of the bonds shall be adjusted to reflect 100% for one (1) year. In addition, each bond shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced and there shall not be any lapse in coverage.

The Contractor shall provide ninety days written notice, sent certified mail, return receipt requested, of any decision not to renew or extend any performance of labor and material bond beyond the bonds' expiration date. However, there shall not be any lapse in coverage as a result of such decision not to renew or extend any performance or labor and material bond. Evidence of replacement coverage or a renewed, extended, or new bond shall be provided by the Contractor to the Town not less than eighty (80) calendar days prior to any bond expiration date. Failure to provide such evidence or such renewed, extended or new bond shall be deemed a failure to comply with the terms of the contract.

- 4) The Contractor agrees to indemnify and save harmless the Town of Vernon, its agents and employees, from and against all loss or expense (including reasonable costs and attorneys' fees) arising out of or resulting from the performance of the work by reason or liability imposed by law upon the Town of Vernon, its agents and employees, for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons (including employees of the Contractor) or on account of damages to property, including loss of use thereof, whether such injuries or damages are caused in whole or in part by the negligence of the Town of Vernon, its agents and employees or otherwise.
- 5) The bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all items furnished in this bid will conform to and comply with said standards and regulations. The bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of the bidder's failure to comply with said standards and/or regulations.
- 6) **NOT RESPONSIBLE FOR DEFECTS TO ELECTRONICALLY-MAILED CONTRACTS.**

TOWN OF VERNON

CONTRACT #2003-02/02/17

REQUEST FOR PROPOSALS

**FOR THE HAULING AND DISPOSAL OF RECYCLABLES AND BULKY WASTE
FROM TRANSFER STATION FOR THE DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF 5 YEARS**

SPECIFICATIONS

GENERAL:

INTENT:

The intent of these specifications is to describe the services required to obtain a clean, courteous, well-scheduled and well-executed hauling of recyclables and bulky waste program for the Town of Vernon, Connecticut. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in a manner deemed to be in the best interest of the Town of Vernon.

DEFINITIONS:

- a. **Town** shall mean the Town Administrator or his designated agents and assigns.
- b. **Town Administrator** shall mean the appointed chief administrative officer of the Town of Vernon.
- c. **Director of Public Works** shall mean the person appointed to this position by the Mayor and Town Council.
- d. **Contractor** shall mean the successful bidder and shall include his agents and employees.
- e. **Bonds** shall mean bid, performance and labor and materials payment bonds furnished by the Contractor and the surety in accordance with the Contract Bidding Documents.
- f. **Recyclables** shall mean all materials collected by Town forces that are deemed acceptable as single stream recycling.
- g. **Bulky Waste** shall mean heavy or large objects including, but not limited to, shingles, construction lumber, pressure-treated lumber, drum containers, mattresses, box springs, furniture, doors, crates, household electronics and appliances, bedsteads and toys.

- h. **Roll-Off Container** shall mean a metal container, which has a capacity of thirty (30), forty (40), or fifty (50) cubic yards. Containers shall have moveable plastic lids (flip tops) to protect contents from rain and snow and meeting Department of Environmental Protection requirements for covered dumpsters. These containers shall be for storage and transporting recyclables and bulky waste.

TERM OF CONTRACT:

The Town shall receive bids on this contract for the service and program described herein which will be for the period of five years starting August 1, 2017 through July 31, 2022. The Contractor shall not transfer, sublet or assign the contract for this service by power of attorney or otherwise to any person, firm or corporation or in any way vary the terms of the contract without written permission from the Town Administrator.

PAYMENT:

The Town will pay the Contractor the contract price in monthly installments.

Standard of Performance: If the Contractor fails to provide services herein specified for a period in excess of two (2) consecutive, scheduled, working days or fails to provide services in a satisfactory manner, the Town may move as follows (provided such failure is not due to extreme weather conditions, an act of the United States or any State, fires, floods, act of God, epidemics, strikes or other conditions outside the Contractor's control).

At its option, after written notice to the Contractor, replace the Contractor with municipal service or the service of another contractor. The Town may continue to operate this way until such matter is resolved and the Contractor is again able to carry out his operation under the contract. Any and all expenses incurred by the Town may be deducted from compensation due to the Contractor. However, no such deduction from compensation due shall limit the Town from seeking further compensation from direct or consequential damages sustained by such default of the Contractor.

Provided, however, if the Contractor is unable for any cause to resume performance at the end of five (5) calendar days, all liability of the Town under the contract to the Contractor shall cease and the Town shall be free to negotiate with other contractors for the operation of said service. Such operation with another Contractor shall not release the Contractor herein of this liability to the Town for such breach of the contract.

Right to Require Performance: The failure of the Town at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the Town thereafter to enforce same. Nor shall waiver by the Town of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

PERMITS AND LICENSES:

The Contractor must obtain, before the start of the program, all necessary State and Town permits or licenses required for this type of work and provide satisfactory evidence of same.

CONTAINERS TO BE FURNISHED:

- a. Four (4) 40-yard containers for single stream recycling.
- b. Six (6) 30-yard containers for municipal bulky waste.
- c. One (1) 30 yard container for cardboard.
- d. All containers are to be covered with plastic, weather-resistant, flip-top lids.
- e. Any additional 30-yard roll-off containers needed to store seasonal overflow will be supplied by the Contractor when notified by the Town.
- f. The Town will occasionally require 30 yard construction/bulky waste dumpsters to be delivered to various sites in the Town.
- g. The Town owns a 42 yard compactor dumpster and requires hauling of the container to be included in this contract.

SCOPE:

- a. The Town of Vernon has and will maintain a suitable staging and loading area at its Transfer Station, located at 12 Hockanum Boulevard, Vernon, Connecticut, for importing, storing and exporting containers. Hours of operation to the public are as follows: Wednesdays from 8:00 AM to 4:00 PM; Saturdays from 8:00 AM to 4:00 PM; and Sundays from 12:00 Noon to 4:00 PM. After-hour arrangements can be made for removal of containers. The Town of Vernon reserves the right to increase the hours of operation.
- b. The Contractor will be responsible for providing the Town with the appropriate roll-off containers, for the collection and storage of Municipal Bulky Waste and Residential Recyclables. The Contractor will also be required to maintain containers including the plastic weathertight lids in good working condition. In the event a container and/or lid becomes damaged, the Contractor agrees to repair in a timely manner. The Connecticut Department of Environmental Protection requires all containers to have weathertight covers. Any fines incurred as a result of damaged or missing lids will result in the amount of the fine subtracted from the monthly invoice.
- c. The Contractor shall have the capability to expand the storage and transportation of materials as the Town includes additional materials or the volume of materials increases or decreases. There will be no minimum commitment of material to be supplied by the Town.
- d. The Contractor shall transfer and deliver materials from the Town's Transfer Station to the sites.

- e. The Contractor shall be responsible for the delivery of municipal bulky waste and recyclables to a Town-approved processing facility.

Currently these facilities include:

- 1. Mid-Connecticut Regional Recycling Center (RRC)
 - a. Paper Processing Facility:
211 Murphy Road, Hartford, CT 06114
 - b. Container Processing Facility:
123 Murphy Road, Hartford, CT 06114
 - 2. Bulky Waste Facility:
Shoham Road, East Windsor, CT 06088
 - 3. Bulky Waste Facility:
Willimantic Waste Paper Company
1590 Main Street, Willimantic, CT 06226
Municipal bulky waste
- f. The Contractor will be required to attach copies of scale tickets with invoices on all recyclables and municipal bulky waste delivered to the appropriate processing facility.

ALTERNATE BID:

Hauling and tipping fee for the disposal of municipal bulky waste.

- a. The Town may approve additional disposal sites. The charge for hauling bulky waste materials to an alternate disposal site shall be stated in the Proposal section of the Contract.
- b. The Contractor will supply price per ton for disposal of bulky waste at an alternate Town-approved processing facility.
- c. The Contractor will be required to attach copies of scale tickets with invoices on all municipal bulky waste hauled to an alternate Town-approved processing facility.

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FROM TRANSFER STATION FOR THE DEPARTMENT OF PUBLIC WORKS
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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:

BID PROPOSAL

INSTRUCTIONS: Bidder shall write unit price (or lump sum price when unit price is not applicable) in words in the blank spaces provided at the end of the DESCRIPTION, shall write the unit bid price in figures under UNIT PRICE and shall write the total annual amount for the item under ANNUAL AMOUNT. In the event of a computation error, THE UNIT PRICE SHALL PREVAIL.

The undersigned representative of _____ hereby submits the following bid proposal for storage, haulage and alternate tipping fees as specified in this Contract.

1. BID BOND ATTACHED YES_____ NO_____

2. Price per round trip for haulage of recyclables from the Vernon Transfer Station to Willimantic Waste. Yearly estimate @ 100 trips.
(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2017-2018	\$ _____	_____ Dollars and _____ Cents	\$ _____
2018-2019	\$ _____	_____ Dollars and _____ Cents	\$ _____
2019-2020	\$ _____	_____ Dollars and _____ Cents	\$ _____
2020-2021	\$ _____	_____ Dollars and _____ Cents	\$ _____
2021-2022	\$ _____	_____ Dollars and _____ Cents	\$ _____
TOTAL	\$ _____	_____ Dollars and _____ Cents	\$ _____

3. Price per round trip for haulage of municipal bulky waste from the Vernon Transfer Station to Willimantic Waste. Yearly estimate @ 300 trips.
(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2017-2018	\$ _____	_____ Dollars and _____ Cents	\$ _____
2018-2019	\$ _____	_____ Dollars and _____ Cents	\$ _____
2019-2020	\$ _____	_____ Dollars and _____ Cents	\$ _____
2020-2021	\$ _____	_____ Dollars and _____ Cents	\$ _____
2021-2022	\$ _____	_____ Dollars and _____ Cents	\$ _____
TOTAL	\$ _____	_____ Dollars and _____ Cents	\$ _____

ALTERNATE BIDS

1. Price per round trip for haulage of municipal bulky waste to an alternate Town-approved facility. Yearly estimate @ 300 trips.
(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2017-2018	\$ _____	_____ Dollars and _____ Cents	\$ _____
2018-2019	\$ _____	_____ Dollars and _____ Cents	\$ _____
2019-2020	\$ _____	_____ Dollars and _____ Cents	\$ _____
2020-2021	\$ _____	_____ Dollars and _____ Cents	\$ _____
2021-2022	\$ _____	_____ Dollars and _____ Cents	\$ _____
TOTAL	\$ _____	_____ Dollars and _____ Cents	\$ _____

2. Price per round trip for haulage of recycling to an alternate Town-approved facility. Yearly estimate @ 100 trips.
(Unit Price x Estimated number of trips = Estimated Annual Cost)

Year	Unit Price	Annual Cost	Estimated Annual Cost
2017-2018	\$ _____	_____ Dollars and _____ Cents	\$ _____
2018-2019	\$ _____	_____ Dollars and _____ Cents	\$ _____
2019-2020	\$ _____	_____ Dollars and _____ Cents	\$ _____
2020-2021	\$ _____	_____ Dollars and _____ Cents	\$ _____
2021-2022	\$ _____	_____ Dollars and _____ Cents	\$ _____
TOTAL	\$ _____	_____ Dollars and _____ Cents	\$ _____

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
2017-2018	\$ _____	_____ Dollars and _____ Cents	\$ _____
2018-2019	\$ _____	_____ Dollars and _____ Cents	\$ _____
2019-2020	\$ _____	_____ Dollars and _____ Cents	\$ _____
2020-2021	\$ _____	_____ Dollars and _____ Cents	\$ _____
2021-2022	\$ _____	_____ Dollars and _____ Cents	\$ _____
TOTAL	\$ _____	_____ Dollars and _____ Cents	\$ _____

4. Dumpsters required at scattered sites throughout the contract for bulky/construction/household waste:
_____ Hauling to include delivery and pickup per container
_____ Disposal cost per ton

The undersigned declares that the signer of this proposal is:

- (a) INDIVIDUAL doing business as
- (b) PARTNERSHIP doing business as
- (c) CORPORATION entitled

organized under the laws of the State of _____ and having its Principal offices at _____.

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

Signature of Authorized Representative

Print Name and Title

Print Firm Name

Print Street Address

Print City, State and Zip Code

Contact Name

Area Code and Telephone Number

Area Code and Telecopier (Fax) Number

I, _____, 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.

Date

Signature

TOWN OF VERNON

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FROM TRANSFER STATION FOR THE DEPARTMENT OF PUBLIC WORKS
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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 _____ (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 FOR A PERIOD OF 5 YEARS**

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

_____ day of _____, 2017.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____
John Ward
Town Administrator

Signed in the presence of:

CONTRACTOR:

By: _____
Name:
Title: