

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON
DEPARTMENT OF PUBLIC WORKS**



CONTRACT #2095-06-16-2022

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
TOWN OF VERNON DEPARTMENT OF PUBLIC WORKS
FOR A PERIOD OF TWO (2) YEARS**

Town of Vernon, CT

CONTRACT #2095-06-16-2022

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
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Invitation to Bid/Legal Notice

The Town of Vernon, Connecticut is seeking proposals from a Reclamation Contractor to include the furnishing of all labor, materials, tools, mobilization, and equipment necessary to reclaim bituminous roadways, parking lots, and driveways to form an asphaltic stabilized base to work with the Department of Public Works for a period of two (2) years with the option for an additional one (1) year. A firm must have demonstrated experience in providing such services and adhere to all State and Federal standards and requirements typical for this service.

Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to dryniewicz@vernon-ct.gov, no later than Thursday, June 2, 2022 at 3:30 PM. Answers to questions received will be posted by Thursday, June 9, 2022 on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2095-06-16-2022. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Two (2) copies of the proposal should be submitted in a sealed envelope marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2095-06-16-2022**" clearly marked on the outside of the envelope to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than 11:30 AM on Thursday, June 16, 2022. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Thursday, June 16, 2022 at 12:00 PM**. Bid results will be posted on both the Town and DAS websites.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's 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.

Michael J. Purcaro
Town Administrator

Town of Vernon, CT

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 proposal page 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". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". Emailed, faxed or late bids will not be accepted.
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 the following insurance coverages:

Commercial General Liability (Town of Vernon added as additional insured):

| | |
|---|--------------|
| Each Occurrence: | \$ 1,000,000 |
| Personal/Advertising Injury per Occurrence: | \$ 1,000,000 |
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |
| Fire Damage Legal Liability | \$ 100,000 |

Automobile Liability (Town of Vernon added as additional insured):

| | |
|---------------------------------|--------------|
| Each Accident: | \$ 1,000,000 |
| Hired/Non-owned Auto Liability: | \$ 1,000,000 |

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

| | |
|-----------------------|------------|
| Each Accident | \$ 100,000 |
| Disease-Policy Limit | \$ 500,000 |
| Disease-Each employee | \$ 100,000 |

Umbrella/Excess Liability (*following form of general liability, auto liability and employer liability*):

| | |
|---|--------------|
| Each Occurrence: | \$ 1,000,000 |
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |

Professional Liability (*where required*)

| | |
|------------------|--------------|
| Each Claim: | \$ 1,000,000 |
| Annual Aggregate | \$ 1,000,000 |

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066.

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, CT

CONTRACT #2095-06-16-2022

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
TOWN OF VERNON DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF TWO (2) YEARS**

SPECIAL INSTRUCTIONS TO BIDDERS

1. Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to dryniewicz@vernon-ct.gov, no later than Thursday, June 2, 2022 at 3:30 PM. Answers to questions received will be posted by Thursday, June 9, 2022 on the Town's website at www.vernon-ct.gov/legal-notices and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2095-06-16-2022. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
2. This contract shall cover a two (2) year period with an option for an additional one (1) year. If the scope of work, specific tasks, scheduling of work, or performance in providing the service is not done to the satisfaction of the Director of Public Works, the Town may terminate this contract, by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination and pro-rate payment with deductions for services not delivered.
3. The Town reserves the right to reject any or all proposals in whole or part, to award any one vehicle or group of vehicles, 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.
4. All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
5. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.

Town of Vernon, CT

CONTRACT #2095-06-16-2022

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SPECIFICATIONS

Description

This item includes the furnishing of all labor, materials, tools, mobilization, and equipment necessary to reclaim bituminous roadways, parking lots, and driveways, as specified below, to form an asphaltic stabilized base.

Work under this item shall consist of pulverizing the in-place asphalt pavement and underlying material, spraying liquid calcium chloride on the pulverized mass, mixing and/or blending the material, spreading it, shaping and compacting the resultant mixture to lines and grades to match existing driveways, sidewalks and other utility structures, or as shown on a set of plans, or as discussed with the Town of Vernon Department of Public Works, ready to accept the asphalt pavement. This work does not include the reclamation of bituminous curbing. If the curbing is to be replaced as part of the project, the removal and disposal shall be accomplished prior to the reclamation and shall be a separate pay item. **THE PUBLIC WORKS DIRECTOR OR DESIGNEE SHALL BE THE SUPERVISOR AND SHALL HAVE FULL AUTHORITY TO INSTRUCT CONTRACTOR ON WHAT AND HOW THE WORK IS TO BE DONE.**

Materials

Reclaimed Base

All pulverized material shall pass the 3-inch sieve and shall meet the following gradation:

Required Reclaimed Base Gradation*

| SIEVE SIZE | % PASSING |
|-------------------|------------------|
| 3" | 100 |
| 1-1/2" | 70-100 |
| 3/4" | 55-90 |
| #4 | 40-75 |
| #40 | 10-30 |
| #200 | 3-10 |
| Residual A.C. | 2-4 |

*Gradation may vary due to local aggregate conditions

Liquid Calcium Chloride

The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98: AASHTO-M144).

| | |
|---------------------------------|--------------|
| Calcium Chloride | 35 % ± 1 % |
| Alkali Chloride as NaCl | 2 % |
| Magnesium as MgC1 | 0.1 % |
| Typical: (in pounds per gallon) | |
| Calcium Chloride | 5.05 |
| Sodium Chloride | 0.2 |
| Magnesium Chloride | 0.004 |
| Calcium Sulfate | 0.004 |
| Water | <u>6.002</u> |
| | 11.26 |

Construction Methods

The Contractor shall be responsible for coordinating work with utility companies to locate, identify and mark all utility structures as necessary. The Town will obtain “Encroachment Permits” from the State of Connecticut Department of Transportation prior to the contractor commencing construction within any state right-of-way and shall be responsible for all associated fees and requirements. Prior to the actual reclaiming of the roadway, drop inlets or catch basins that might be affected must be sufficiently barricaded to prevent reclaimed subbase material, silt or runoff from plugging the drainage system. The Contractor must not damage any existing manholes, catch basins, valve boxes or other castings which may be located in the surface of the road. Any damage to these structures shall be repaired by the Contractor at the Contractor’s expense. All work shall be done during the hours of 7:00 a.m. to 4:00 p.m. on weekdays. No work shall be done on weekends or holidays without prior approval from the Town of Vernon Department of Public Works.

Traffic control such as placement of signs, barricades, drums, and cones, will be supplied, installed and maintained by the Town at no cost to the Contractor. Traffic control flag persons may be required by the Contractor and shall be a separate pay item. During the performance of work the Contractor shall comply to traffic control plans as set out by the Town of Vernon Department of Public Works and shall also conform to the Manual of Uniform Traffic Control Devices rules and regulations that may apply.

A minimum of two certified flaggers, equipped with radios, shall be required to safely direct traffic through the work zone.

The existing road pavement shall be pulverized and mixed with the base course material existing in the roadway to depths of up to 12 inches, or as directed by the Town of Vernon Department of Public Works. The pulverization shall blend the asphalt and base material into a homogeneous mass, utilizing the asphalt acquired from the existing pavement and driveways as a stabilizer, which shall bond the material together when compacted. The Contractor shall remove and dispose of all unsuitable material and excess material. The Contractor shall replace unsuitable material with bank run gravel and process aggregate base material as

needed to the required lines and grades and approved by the Town of Vernon. The Contractor will be responsible for grinding/milling of transverse joints or butt joints, or saw-cutting of neat lines across the beginning and end of the street, parking lot, or driveway to be reclaimed to tie in with existing paving as determined by the town. All driveways and sidewalk ramps are graded using reclaimed material or processed aggregate for the temporary convenience of the property owners and pedestrians. Temporary ramps shall be provided to allow access to driveways at all times. The Contractor is responsible to remove ramps prior to the paving operation

After the roadway is rough graded, one application of calcium chloride totaling .75 gallons per square yard or as directed by the Town of Vernon Department of Public Works shall be applied. The aggregate mass shall then be pulverized again to ensure proper asphalt, gravel and calcium chloride blending to depths of up to 12 inches, or as directed by the Town of Vernon Department of Public Works. Initial rolling shall be done immediately following the second reclaimed pass. If additional fines are required, the Contractor may be directed to add processed aggregate base. After the second reclamation and compaction is completed, a final application of calcium chloride totaling .25 gallons per square yard or as directed by the Town of Vernon Department of Public Works shall be applied. After the material has been thoroughly worked as described above, it shall be shaped and graded to the lines and elevations to match existing driveways, sidewalks and other utility structures, or as indicated on a set of plans, or as directed by the Town of Vernon Department of Public Works.

The work shall be constructed on no more than half of the roadway width at any time to allow for the passage of through traffic. Access to properties within the project limits is to be provided as necessary. Excess sub-base material shall be placed in windrows or stockpiled so as not to impede traffic flow, for later removal and load out by municipal forces or the Contractor if required by the Director or his Designee. This would be separate pay items as listed in Contingent Items; Loader/Backhoe & Trucking. Maintenance and protection of traffic, dust control and daily clean-up throughout the project area shall be the responsibility of the Contractor.

If paving is not to be done immediately following the reclamation, then the pulverized mass, after the second reclaiming pass, shall be rolled, shaped and rough graded to allow passage of emergency vehicles and the traveling public, as approved by the Town of Vernon Department of Public Works.

The Contractor will be responsible for securing all work areas to prevent erosion of previously completed work. No additional payment will be made for reconstruction, regrading or addition of material caused by weather incurred damage. Any work, provided by the Town, in response to emergencies, for which the Contractor is responsible, will be billed to the Contractor at the Town's actual costs.

It is the Contractor's responsibility to coordinate the fine grading and final application of calcium chloride with the paving contractor to ensure smooth completion of the town's project as a whole. Prior to the start of paving, the Contractor is responsible to ensure the base material is properly compacted and crowned.

Equipment Requirements:

Reclamation will be by means of a traveling rotary reclaimer or equivalent machine capable of cutting through the existing asphalt at depths up to 12 inches with one pass. The machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. Equipment such as road planers or cold milling machines, which are designed to mill or shred the existing bituminous concrete rather than to crush or fracture it, are not considered capable of achieving specification gradation. The required and necessary action of the reclaimer will increase the percentages of fine aggregate. This machine is not intended for use on subbases with large boulders or ledge. Existing bituminous concrete and gravel/aggregate base must be pulverized and mixed so as to form a homogeneous mass of uniformly processed base material, which will bond together when compacted.

The distributor for calcium chloride shall be capable of applying liquid calcium chloride in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway surface at any length of spray bar up to 20 feet. The distributor shall be capable of maintaining a uniform rate of distribution of material regardless of change in grade, width or direction of the road. The distributor shall be equipped with a Digital Volumetric Accumulator capable of measuring gallons applied and distance traveled. The volume and measuring device shall be equipped with a power unit for the pump so that application is by pressure, not gravity. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of material throughout the entire length of the spray bar at all times while operating, and shall be adjustable laterally and vertically. The spray shall completely cover the roadway surface receiving the treatment. Any puddling of the calcium chloride shall be removed prior to paving.

The operation must include a reclaimer; one (1) ten to twenty (10 to 20) ton vibratory roller; one (1) three (3) axle grader with tandem drive axles over twenty-four thousand (24,000) lbs.; lead person for grade setting; and dust control, if needed. All equipment must include operators.

At least one (1) vibratory roller shall be used on each reclaimed surface to achieve compaction, and shall have a compacting width of not less than five (5) feet. Each roller shall have a gross weight of not less than ten (10) tons and have the capability of producing high amplitude and low frequency vibrations.

A motor grader must be used for shaping, fine grading, and finishing the surface of the reclaimed material to form the surface prior to paving.

Safety

All work shall comply with all pertinent OSHA, Federal, State, and Local Regulations. OSHA compliant vests and hard hats (as work tasks dictate), shall be worn by all contractor's and subcontractor's employees at all times. The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the Town.

If at any time, the Town of Vernon must install or provide labor, equipment, or materials, in order to eliminate a safety hazard due to activity related to this contract, the Contractor shall be billed by the Town for such services.

QUALITY OF WORK

All work performed must meet a standard of quality that satisfies the Director of Public Works or other responsible town representative. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at Contractor's expense. Satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of road reclamation, milling, or paving standards would deem to be acceptable.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

RIGHT TO TERMINATE

The Town of Vernon reserves the right to terminate this contract by a ten (10) day written notice should the quality of the work/products become inferior or the delivery service becomes poor.

Town of Vernon, CT

CONTRACT #2095-06-16-2022

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
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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

Measurement and Payment

Measurement and payment for this item will be based on the number of Square Yards reclaimed, placed, graded, compacted, treated with calcium, and accepted to the limits shown on the plans, or measured by the Contractor and accepted by the Town of Vernon Department of Public Works. Work for this item includes all labor, materials, testing, submittals, tools, and equipment necessary to complete the work as specified.

Contingent Items

Construction items identified as “contingent” are established for the sole purpose of obtaining bids on one or more pay times that may be incorporated into the project. The Town’s representative shall have sole discretion in determining whether and to what extent such times will be incorporated into the project. The Town’s representative may order incorporation of such items at any location within the Contract and at any time during the work. The items are presented solely for the purpose of obtaining representative bid price. Neither the Contractor nor his sub-contractor and the Town shall make claims for additional compensation because of any increase, decrease or elimination of such times.

| 1. Up to 5,000 S.Y. | | |
|---|------|------------|
| DESCRIPTION | UNIT | UNIT PRICE |
| Reclamation, Fine Grade, & Roll up to 8” Depth | S.Y. | |
| Reclamation, Fine Grade, & Roll up to 12” Depth | S.Y. | |
| Reclaimer Remix with Calcium Chloride, Fine Grade, & Roll | S.Y. | |

| 2. Greater than 5,000 S.Y. up to 10,000 S.Y. | | |
|---|------|------------|
| DESCRIPTION | UNIT | UNIT PRICE |
| Reclamation, Fine Grade, & Roll up to 8” Depth | S.Y. | |
| Reclamation, Fine Grade, & Roll up to 12” Depth | S.Y. | |
| Reclaimer Remix with Calcium Chloride, Fine Grade, & Roll | S.Y. | |

| 3. Greater than 10,000 S.Y. up to 15,000 S.Y. | | |
|---|------|------------|
| DESCRIPTION | UNIT | UNIT PRICE |
| Reclamation, Fine Grade, & Roll up to 8” Depth | S.Y. | |
| Reclamation, Fine Grade, & Roll up to 12” Depth | S.Y. | |
| Reclaimer Remix with Calcium Chloride, Fine Grade, & Roll | S.Y. | |

| 4. Greater than 15,000 S.Y. | | |
|---|-------------|-------------------|
| DESCRIPTION | UNIT | UNIT PRICE |
| Reclamation, Fine Grade, & Roll up to 8" Depth | S.Y. | |
| Reclamation, Fine Grade, & Roll up to 12" Depth | S.Y. | |
| Reclaimer Remix with Calcium Chloride, Fine Grade, & Roll | S.Y. | |

| Contingent Construction Items (Required for bid acceptance) | | |
|--|---------------|-------------------|
| DESCRIPTION | UNIT | UNIT PRICE |
| Calcium Chloride | GALLON | |
| Traffic Control Persons - two (2) required | HOURLY | |
| Manhole raise / lower | Per STRUCTURE | |
| Curbing removal and disposal | LINEAR FOOT | |
| Grader | HOURLY | |
| Roller | HOURLY | |
| Trucking | HOURLY | |
| Loader / Backhoe | HOURLY | |
| Gradall / Excavator | HOURLY | |
| Equipment Mobilization | LOCATION | |
| Transverse or Butt Joints by means of grinding, milling or saw cutting | HOURLY | |

1. BID BOND ATTACHED YES _____ NO _____ N/A _____

2. Bidder shall submit the name, address, responsible party and phone number of four or more municipalities where comparable services have been performed. If none, write N/A.

- 1) _____
- 2) _____
- 3) _____
- 4) _____

3. 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

Email Address

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, CT

CONTRACT #2095-06-16-2022

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
TOWN OF VERNON DEPARTMENT OF PUBLIC WORKS FOR A PERIOD OF TWO (2) YEARS**

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.;

**SEEKING RECLAMATION CONTRACTOR TO WORK WITH
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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. INDEPENDENT CONTRACTOR

The selected Company is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The Company is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

- C. 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.

- D. (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.

E. (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.

F. (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. All vehicles and other equipment used to provide the services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to the vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.

(2) **INDEMNIFICATION/HOLD HARMLESS**

a. The Contractor agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to real or personal property, and costs of every kind and description arising from the services provided alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors and agents. This indemnification includes the Company's duty to defend the Town of Vernon from any such claims.

b. The Contractor must carry the following insurance coverages:

Commercial General Liability (Town of Vernon added as additional insured):

| | |
|---|--------------|
| Each Occurrence: | \$ 1,000,000 |
| Personal/Advertising Injury per Occurrence: | \$ 1,000,000 |
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |
| Fire Damage Legal Liability | \$ 100,000 |

Automobile Liability (Town of Vernon added as additional insured):

| | |
|---------------------------------|--------------|
| Each Accident: | \$ 1,000,000 |
| Hired/Non-owned Auto Liability: | \$ 1,000,000 |

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT Employers Liability

| | |
|-----------------------|------------|
| Each Accident | \$ 100,000 |
| Disease-Policy Limit | \$ 500,000 |
| Disease-Each employee | \$ 100,000 |

Umbrella/Excess Liability (*following form of general liability, auto liability and employer liability*):

| | |
|---|--------------|
| Each Occurrence: | \$ 1,000,000 |
| General Aggregate: | \$ 2,000,000 |
| Product/Completed Operations Aggregate: | \$ 2,000,000 |

Professional Liability (*where required*)

| | |
|------------------|--------------|
| Each Claim: | \$ 1,000,000 |
| Annual Aggregate | \$ 1,000,000 |

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066.

c. **WAIVER OF SUBROGATION REQUIREMENT**

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Company to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

d. 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.

e. Certificates of insurance company 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. 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.

G. 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.

H. TERMINATION

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this RFP, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this RFP, the Municipality shall, thereupon, have the right to terminate this RFP by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this RFP shall, at the option of the Municipality, become its property and the Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination for Convenience: The Town may terminate this contract at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the RFP is terminated by the Municipality as provided herein, the Contractor will be paid for services performed up to the date of termination.

I. (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.

(4) **CONTINGENT UPON AVAILABILITY OF FUNDS**

The Town's obligation under this RFP is contingent upon the availability of appropriated funds from which payment for RFP purposes can be made. No legal liability on the part of the Town for any payment may arise until all funds are made available and approved for this RFP and until a Purchase Order has been issued.

J. **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.

K. **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.

L. 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.

M. 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".

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

O. 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.

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

Q. 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.

- R. The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the Town which shall be in the Town's sole discretion. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

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

_____ day of _____, 2022.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____
Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____
Name:
Title: