

**Town of Killingly**  
**REQUEST FOR PROPOSALS**  
**OPERATION and DISPOSAL**  
**OF ITEMS**  
**COLLECTED AT THE KILLINGLY**  
**TRANSFER STATION & RECYCLING CENTER**  
  
**246 BRICKHOUSE ROAD**  
**KILLINGLY, CT**

Mary Calorio  
Town Manager

March, 2020

**LEGAL NOTICE FOR**

**Operation and Disposal of Items Collected  
At the Killingly Transfer Station and Recycling Center**

Town of  
**KILLINGLY CONNECTICUT**  
172 Main Street  
Killingly Connecticut 06239

**NOTICE TO CONTRACTORS:**

Sealed bids for the operation and disposal of items collected at the Killingly Transfer Station and Recycling Center will be received by the Town of Killingly, Connecticut at the Office of the Town Engineer, Killingly Town Hall, 172 Main Street, Killingly, CT. 06239, until **11:00 AM, Tuesday March 31, 2020**, after which time they will be publicly opened and read in the Town Meeting Room of the Killingly Town Hall located at 172 Main Street Danielson Connecticut 06239.

The Town of KILLINGLY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, any disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation, and that they will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Plans and specifications for the above project may be examined in the Town of Killingly Engineers Office located at 172 Main Street or they may be obtained on the Towns Website (<https://www.killingly.org/>) or the CT DAS Website (<https://biznet.ct.gov/>).

All bidders are required to inform themselves fully of the conditions relating to this RFP. **There will be a mandatory site walk on Monday March 9<sup>th</sup>, 2020 at 1:00 PM.**

Note: Surety Company Bond, on form acceptable to the Town of KILLINGLY for **10 %** of the amount of the first-year operation bid, must accompany each proposal; a certified check will be accepted.

The Town of Killingly is an affirmative action, equal opportunity employer.

**DATE: February 28, 2020**

Town of Killingly, Connecticut

## **SPECIFICATIONS**

### **OPERATION and DISPOSAL of ITEMS COLLECTED**

At the

**TOWN of KILLINGLY**

**TRANSFER STATION and RECYCLING CENTER**

The Town of Killingly, Connecticut is seeking proposals for the operations and disposal of items collected at the transfer station and recycling center. The Town of Killingly transfer station and recycling center is located at 246 Brickhouse Road in the eastern section of Town. Operations will include monitoring users of the transfer station for proper Town permits, accepted Town and State policies, collecting appropriate fees, monitoring the recycled materials, bulk waste, electronics, mattresses and brush delivered to the transfer station and recycling center by Killingly residences and businesses and transportation of all but the electronics and waste oil to disposal or recycling sites approved by the State of Connecticut and the Town of Killingly. Also included are any licensing, permits, environmental monitoring or other requirements of the State of Connecticut, DEEP or other agencies which regulate Transfer Station and Recycling Center Operators and haulers.

Also included is the maintenance and operation of the Towns compactors. The successful bidder must provide on-site staff (minimum of 2 persons), roll off containers, enclosed containers where required, trucks and a loader / backhoe or similar equipment to operate the transfer station / recycling center in sufficient quantity to handle the waste stream to the satisfaction of the Town of Killingly. Snow plowing and applications of sand and salt required to make the site safe are the responsibility of the successful bidder.

The scale will be maintained by the Town of Killingly.

Unless otherwise noted below the successful bidder is responsible for transportation and disposal of the following items: Some of the materials that are handled by the center are:

- Bulk Waste/Construction Debris
- Household Waste (MSW) & Trash from Residents

- White Goods
- Electronics (Collected at the Transfer Station in an enclosed container provided by the successful bidder but Disposed of by another contract)
- Waste Oil/antifreeze (Collected onsite but disposed of by another contract)
- Leaves
- Clean wood
- Common Recyclable items: newsprint, paper, cardboard, glass containers, metal containers, etc.
- Scrap Iron will be collected and any proceeds above transportation costs will be paid to the Town of Killingly
- Clean mattresses will be collected in an enclosed container provided by the successful bidder and hauled away as part of the State recycling Program

The following exhibits are attached and are part of the proposed contract:

**Section I Map of Transfer Station & Recycling Center**

**Section J Town Holidays**

**Section K Transfer Station Permit**

**Section L Transfer Station & Recycling Center Rules & Regulation**

Please note that for the purpose of this proposal the operating hours the transfer station / recycling center would be open to the public is Thursday and Saturday 8:00 AM to 3:15 PM.

It is understood that a representative of the successful bidder will bring all slips, checks and other related items to the finance department located in the Killingly Town Hall on Thursday after the Transfer Station has closed.

It is understood that the parameters outlined in this RFP for the operation of the facility are the minimum required; the Town of Killingly will analyze any other proposal that the bidder would present. The Town may accept any alternate proposal, if it is in the best interest of the Town. Please make any alternate proposal clear and concise. Include as much detail as possible showing operational and financial benefits for the Town.

The proposed operating contract for this facility is attached for convenience.

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## **SECTION A**

### **Town of Killingly**

### **Operation and Disposal of Items Collected at the Town of Killingly Transfer Station and Recycling Center**

#### **Information for Bidders**

#### 1. Proposals Received

Sealed proposals for the **Operation and Disposal of Items Collected at the Town of Killingly Transfer Station and Recycling Center** will be received by the Office of the Town Engineer, Killingly Town Hall, 172 Main, Killingly, CT 06239 until **11:00 AM, Tuesday March 31, 2020** at which time the bids will be publicly opened and read in the Town Meeting Room of the Killingly Town Hall.

#### 2. Location and Description of Work

The Killingly Transfer Station and Recycling Center is located at 246 Brickhouse Road in Killingly. The successful bidder will provide all required personnel and equipment to handle the Towns use of the facility. On an annual basis this is approximately **400** tons of Bulky Waste; **250** tons of MSW; **200** tons of Single Stream, **100** tons of brush, **50** tons of metal and **7** tons of tires.

#### 3. Schedule of Construction and Time of Completion

**The term of this proposal is for three (3) years beginning on July 1, 2020 and contains two (2) one year extensions. All parties must agree to any extension.**

**Notice to proceed date will not be prior to June 30, 2020.**

The attention of the Bidder is called to the requirements of the Contract that the work be started on July 1, 2020 in accordance with the Notice to Proceed and that all manpower, materials, equipment and anything else required be in place on or before July 1, 2020. If the Town deems the successful bidder is not set up to handle the work on that date the bid bond shall be forfeit.

**Except for the holidays included in this RFP the hours of operation are Thursday and Saturday 8:00 AM to 3:15 PM.**

**The Town reserves the right to close the facility for public safety due to storm or other unforeseen events. The successful bidder will not be compensated for these closures.**

#### 4. Plans and Specifications

Plans and specifications for the above project may be examined in the Town of Killingly Engineers Office located at 172 Main Street Killingly Ct 06239 or they may be viewed on the Towns Website (<https://www.killingly.org/>) or the CT DAS Website (<https://biznet.ct.gov/>).

The operation and disposal contract will be entered into by the successful bidder and the Town of Killingly.

Insurance is required to be carried in the name of the Town and the Town shall be held harmless.

The bidder shall, therefore, be aware that the Town and her agents shall inspect and administrate this contract, make contract interpretations, determine the acceptability of the work and approve requests for payments. The Contractor shall be responsible for the requirements stated in the contract agreement and in the construction drawings (if any).

#### 5. Addenda and Interpretations

No interpretations of the meaning of the Plans, Specifications, or other pre-bid documents will be made to any Bidder orally.

Every request for such interpretation shall be in writing, addressed to the Town Engineer, 172 Main St. Killingly, Connecticut 06239. To be given consideration, such requests must be received by 4:00 PM on March 17, 2020. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, which, if issued, will be posted on both the Towns Website and the CT DAS website. Failure of any Bidder to receive any such addendum or interpretations shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 6. Familiarity of the Work

Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth in the Contract Documents. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.

The Owner assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project.

The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

#### 7. Soil and Groundwater Conditions

Soil borings have not been made for the work of this Contract.

#### 8. Estimate of Work

For bidding purposes, the work has been subdivided into unit price items. The quantities shown in Section "C" (Bid Proposal) are to be considered as approximate only. The Town of Killingly does not expressly or by implication agree that the actual quantities will correspond to the numbers in the RFP. It is noted that this is a unit price contract and the successful bidder will be compensated for work performed.

#### 9. Qualification of Bidders

A Bidder shall be a contractor who is experienced in projects of this type. The Proposal shall contain adequate proof of the qualifications of the Bidder to perform, in a satisfactory manner and within the time specified, all the work covered by the Plans and Specifications. This

proof shall be fully recorded on the pages titled "References", which shall become part of the Proposal.

#### 10. Disqualification of Bidders

More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to competent Bidders capable of performing the class or work contemplated.

**The Town of Killingly (Owner) at its sole discretion reserves the right to reject or accept any or all proposals in part or in whole when it is deemed to be in the best interest of the Town.**

#### 11. Preparation of Proposals

The Proposal must be made upon the forms contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the prices for which he proposes to do each Item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, this address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Town Engineer, 172 Main St., Killingly, Connecticut 06239.

#### 12. Irregular Proposals

The Town reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

#### 13. Proposal Guarantee

No proposal will be considered unless accompanied by a certified check in U.S. dollars, or bid bond using an insurance company licensed to do business in the State of Connecticut in an amount equal to at least one-tenth (**10%**) of the amount of the bid for the first years operation and payable to the order of the Town of Killingly, said check or bid bond to be returned to the Bidder unless forfeited as hereinafter stipulated. Such checks or bid bonds will be returned to all bidders within five (5) days after the execution of the Contract and the furnishing of the required documents by the successful Bidder.

#### 14. Withdrawal of Proposals

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the Town Engineer. Upon such notice, the Proposal will be handed to him unopened.



## 15. Execution of Contract

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Town Manager, Town of Killingly with the sureties offered by him or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

## 16. Bonds

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount equal to fifty percent (50%) of the first years' operating prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than fifty percent (50%) of the first years trucking and disposal price as security for the payment of all persons performing labor on the project under this Contract and furnishing materials or services in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the contract period. A certified check in the above described amounts is acceptable.

## 17. Repairs for One (1) Year

Not Applicable

## 18. Responsibility of the Contractor

The contractor is responsible to repair any damaged Town or privately owned property or equipment.

## 19. Approval of Sub-Contractors

Before award the Contractor shall submit a list of all subcontractors intended to perform work on the project. For each subcontractor, the Contractor shall submit: (1) type of work to be performed, (2) certificate of insurance, (3) fully executed Municipal CLA-12 form. The Town of Killingly reserves the right to approve or reject any and all subcontractors when deemed in the best interest of the Town. All subcontractors must be approved prior to commencing work.

## 20. Insurance

Before execution of the contract, the Bidder will be required to file with the Municipality a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Municipality, **shall name the Municipality as additional insured parties** on the form

furnished with these specifications. The form #CON-32, furnished by the “State of Connecticut” Department of Transportation, entitled “Certificate of Insurance” is the only acceptable evidence of insurance, and shall state that as a minimum, with respect to the contract, the Bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Municipality, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suite brought against the Municipality and the State. The Bidder shall assume and pay all costs and billing for premiums and audit charges earned and payable under the required insurance.

- A. Protective Liability Insurance for and in the Name of the Municipality: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Municipality, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,500,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.
- B. Contractor’s Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor’s Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,500,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.
- C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,500,000.
- D. Workmen’s Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen’s compensation insurance in accordance with the requirements and laws of the State.
- E. Termination or change of Insurance: Each Insurance Policy shall be endorsed to provide that the insurance company shall notify the Municipality by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such

change shall be made without prior written approval of the appropriate Municipality Official.

- F. The Bidder shall keep all the required insurance in continuous effect until the date the Municipality designated for the termination of the Bidder's responsibility.
- G. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the **Municipality** against all damages, even if groundless.
- H. Compensation: There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

#### 21. Care and Protection of Property

The Contractor shall take particular care to avoid damages to all public and private property. He shall make good any damages to the satisfaction of the Town. There shall be no additional compensation for the repair or restoration of public or private property.

#### 22. Sales Tax

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

#### 23. Compliance with Federal and State Regulations

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable.

#### 24. Permits

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

#### 25. Sedimentation and Erosion Control Plan

The Contractor shall prepare a sedimentation and erosion control plan for the work if applicable.

#### 26. Contractor's Right to Terminate Work

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed..

#### 27. Power of Attorney

Attorneys- in- fact, who sign contract bonds must file, with each bond, a certified and

effectively dated copy of their power of attorney.

#### 28. Owners Right to Terminate Work

The Town reserves the right to terminate the contract if the contractor fails to comply with the contract documents or fails to comply with any regulations. Upon termination the Owner will pay contractor for any work performed less any incurred costs by owner.

## **SECTION B**

### **NOTICE TO BIDDERS**

Proposals for its operation and disposal of items collected at the Town of Killingly's Transfer Station and Recycling Center will be received by the Town of Killingly, care of the Office of the Town Engineer, Killingly Town Hall, 172 Main Street, Danielson, CT 06239, until **11:00 A.M., Tuesday, March 31, 2020**. At which time the proposals will be publicly opened and read aloud in the Town Meeting Room of the Killingly Town Hall. Any proposals submitted after 11:00 AM on Tuesday March 31, 2020 will not be accepted.

The general requirements of the operation are included in this document; any questions must be submitted in writing to the office of the Town Engineer. All questions will be answered by addendum and posted on the Towns website (<https://www.killingly.org/>) and CT DAS website (<https://biznet.ct.gov/>).

**All questions must be received by 4:00 PM on March 17<sup>th</sup>**. The office of the Town Engineer is open Monday, Wednesday and Thursday between the hours of 8:15 AM and 5:00 PM, Tuesday 8:15 AM to 6:00 PM and Friday 8:00 AM to 12:00 PM.

Note: Surety Company Bond, on a form acceptable to the Town of **KILLINGLY** for **10 %** of the amount of the first year operation bid, must accompany each proposal; a certified check will be accepted.

At its sole discretion the Town of Killingly reserves the right to reject or accept any or all proposals in part or in whole when it is deemed to be in the best interest of the Town of Killingly. The Town of Killingly is an affirmative action, equal opportunity employer

**SECTION C**

**PROPOSAL**

**Operation and Disposal of Items Collected at the Town of Killingly Transfer Station and Recycling Center**

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Owner is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Owner; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Town Inspector as therein set forth, and that he will take in full payment therefor, the following unit prices and lump sums, to wit:

**See Attachment**

The Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____	Addendum No. _____	Dated: _____

The undersigned agrees that he/she shall execute the Contract within the ten (10) days after the date of award, and shall commence work by July 1, 2020 as stated in the Notice to Proceed and shall progress therewith to its entire completion within the time stipulated in the Contract.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **ninety (90)** days after the scheduled closing time for receiving bids.

If this Proposal shall be accepted by the Owner and the undersigned shall fail to contract as aforesaid, and to give bonds in a sum equal the amounts stated in Section A. 16 shown above, and with surety or sureties satisfactory to the Owner within ten (10) days from the date of the award, then the Owner may, at its option, determine that the Bidder has abandoned the Contract: thereupon, the Proposal and acceptance shall be null and void, and the bid security, for not less than one tenth (10%) of the amount of the bid, accompanying this Proposal, shall become the property of the said Owner as liquidated damages for the delay and additional expense to the Owner caused thereby if said Proposal shall be rejected, or if said Proposal shall be accepted and the Bidder shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish a Bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Proposal, the accompanying bid security shall be returned to the undersigned making bid.

Seal (if bid is by a Corporation)

\_\_\_\_\_  
Firm or Corporation

By: \_\_\_\_\_  
(Duly Authorized)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State Zip

Date \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

BID FORM

TOWN OF KILLINGLY

**Operation and Disposal of Items Collected at the Town of Killingly Transfer Station and Recycling Center**

**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1. First Year Facility Operating Fees Complete	12	Month	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
2. Second Year Facility Operating Fees Complete	12	Month	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
3. Third Year Facility Operating Fees Complete	12	Month	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_



**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
4. First Year Haul & Dispose Bulk Waste Complete	400	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
5. First Year Haul & Dispose MSW Complete	250	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
6. First Year Haul & Dispose Single Stream Complete	200	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
7. First Year Haul & Dispose Brush Complete	100	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
8. First Year Haul & Dispose Tires Complete	7	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
9. Second Year Haul & Dispose Bulk Waste Complete	400	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
10. Second Year Haul & Dispose MSW Complete	250	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
11. Second Year Haul & Dispose Single Stream Complete	200	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
12. Second Year Haul & Dispose Brush Complete	100	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
13. Second Year Haul & Dispose Tires Complete	7	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
14. Third Year Haul & Dispose Bulk Waste Complete	400	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
15. Third Year Haul & Dispose MSW Complete	250	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

**Item Description:**

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
16. Third Year Haul & Dispose Single Stream Complete	200	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
17. Third Year Haul & Dispose Brush Complete	100	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
18. Third Year Haul & Dispose Tires Complete	7	Ton	_____	_____

Unit Price in Words \_\_\_\_\_

Amount in Words \_\_\_\_\_

TOTAL BID AMOUNT FOR ALL ITEMS INCLUSIVE, \$ \_\_\_\_\_  
(figures)

\_\_\_\_\_  
(words)

It is understood that the written unit price bids will control, in any contract which may be awarded arising from this Bid. All prices are complete and in place. The Town reserves the right to waive any technicalities when it is deemed to be in the best interest of the Town. The estimated quantities above are approximate, and are used only for the comparison of bids. The amounts determined by the above unit prices by the estimated quantities, and the totals thereof have been inserted only for the convenience of the Bidder and to facilitate consideration of this and other Bids.

\_\_\_\_\_  
Signature of Bidder

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative or agent) of \_\_\_\_\_, \_\_\_\_\_, the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in anyway colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from Bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

(Title)

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

**CERTIFICATE OF CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
\_\_\_\_\_  
Secretary of the corporation named in the foregoing  
instrument: that I have been duly authorized to affix the seal of the corporation to such papers as require the seal;  
that \_\_\_\_\_, who signed said instrument on behalf of the  
corporation, was then \_\_\_\_\_ of said Corporation; that said instrument was duly  
signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its  
corporate powers.

(Corporate Seal)

\_\_\_\_\_  
Signature of Person Certifying



**SECTION D**

**REFERENCES**

The Bidder is required to fill out the following form to enable the Owner to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business as a General Contractor \_\_\_\_\_

2. List three projects of similar nature to the project described herein that the bidder has completed, include name, address, and telephone number of a reference for each project. Include approximate value of work performed: \_\_\_\_\_

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3. List current projects being performed by the bidder, dollar amount of the contract and percent complete:

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4. Has the bidder has ever failed to complete work awarded; if so, state where and why: \_\_\_\_\_

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5. Does the bidder plan to sublet any part of this work; if so, give details: \_\_\_\_\_

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6. List equipment bidder owns that is available for this project: \_\_\_\_\_

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7. List equipment Bidder plans to rent or purchase for this project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. List name, address and telephone number for the following:

Surety: \_\_\_\_\_  
\_\_\_\_\_

Bank: \_\_\_\_\_  
\_\_\_\_\_

Major Material Supplier: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION E**

**BID BOND**

NOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held  
and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally  
bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part hereof to enter  
into a contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**SECTION F**

**CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_day of \_\_\_\_\_ in the year **2020** Between the Town of Killingly, with its principal office and place of business 172 Main St., Killingly, CT 06239, acting herein through its Town Manager and \_\_\_\_\_, corporation, with an office and place of business at \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH: That the parties to this agreement in consideration of the undertakings, promises, and agreements on the part of the other herein contained, hereby undertake, promise, and agree as follows:

1. Definitions

The words "Region" or "Owner" as used herein shall mean the Town, acting through its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like effect or import, used herein shall mean that the direction, requirement, permission, or allowance of the Town Inspector is intended and similarly the words "approved", "reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or satisfactory in the judgement of the Town Inspector.

The word "Contractor" shall mean \_\_\_\_\_ or its duly authorized agents.

II Contract Includes

The indices, headings and subheadings are for convenience only and do not form a part of the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, equipment, staff and other services necessary for the completion of this Contract and shall complete and finish the same in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction and approval of the Town Inspector, in the manner and within the time hereinafter limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal, General Requirements, Detailed Specifications, and Addenda hereto attached, and the Contract Drawings herein referred to, (collectively the "contract documents"), which contract documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

2. Specifications and Contract Drawings Supplementary

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as

decided and determined by the Town Inspector. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Town Inspector. From time to time during the progress of the work, the Town Inspector will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

### 3. Modifications

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable so to do. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Town Inspector; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Town Inspector, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Town Inspector. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Town Inspector, shall be made. The Town Inspector's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Town Inspector in writing and sent to the Contractor.

### 4. Correction of Errors and Omissions

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear or misunderstanding arise as to the import of anything contained in either, the explanation and decision of the Town Inspector shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Town Inspector. Corrections of errors and omissions in the Drawings or Specifications may be made by the Town Inspector when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Town Inspector. The effect of such corrections shall date from the time that the Town Inspector gives due notice thereof to the Contractor.

### 5. Inspection of Work

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Town Inspectors, inspectors, or agents, for the purpose of determining, in the Town's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Town Inspector to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Town Inspector is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Town Inspector shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Town Inspector or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Town Inspector. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

#### 6. Town Inspector's Decision

All work under this Contract shall be done to the satisfaction of the Town Inspector, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Town Inspector in all such matters shall be final and binding upon the parties thereto.

#### 7. Address of Contractor

The address give in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Town to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

#### 8. Obligation of the Contractor

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at it's own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

#### 9. Occupational Safety and Health Act

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contact. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

#### 10. Nondiscrimination in Employment

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, sexual orientation, or national origin in any manner prohibited by State, Federal, County or Municipal law.

#### 11. Personal Attention and Competent Workmen

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Town Inspector. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Town Inspector and who shall not be changed, except with the consent of the Town Inspector, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful people to do the work, and whenever the Town Inspector shall notify the Contractor in writing that any person(s) on the work is, in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such Person(s) shall be discharged from the work and shall not again be employed on it, except with the consent of the Town Inspector.

#### 12. Public Safeguards

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

#### 13. Materials and Workmanship

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Town Inspector to require first class work and materials in all respects and such interpretation shall be accepted by the Contractor.

#### 14. Materials and Manufactured Articles

Where applicable, all materials and workmanship shall be subject to the approval of the Town Inspector and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior or low grade material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

#### 15. Unnoticed Defects

The inspection of the work and materials by the Town Inspector shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Town Inspector and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Town Inspector.

## 16. Care and Protection of Work

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Town Inspector, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

## 17. Contract Limits

The Contractor shall confine his activities to the designated work area shown on the Plans and described in the contract documents.

## 18. Cleaning up the Site

During the progress of the work, the Contractor shall keep the areas in a neat condition, free from accumulations of waste materials and rubbish. Loose and windblown rubbish such as lunch papers, bottles, bags, drinking cups and like rubbish shall be picked up and disposed of properly.

The Contractor will periodically pick up windblown rubbish on Brickhouse Road for several hundred feet on either side of the entrance to the transfer station and recycling center.

No alcoholic beverages will be permitted at the facility.

On or before the completion of the work and before acceptance and final payment shall be made, the Contractor shall clean and remove, from the site and adjacent property all surplus and discarded materials, rubbish and restore, in an acceptable manner, all property and leave the whole area in a neat and presentable condition.

## 19. General Sanitary Requirements

The contractor is responsible for providing and maintaining appropriate sanitary facilities (portable toilets) for their employees and those of their subcontractors.

## 20. Assignment of Contract

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

## 21. Subcontracting

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his



subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Please refer to the Connecticut Department of Transportation Guidelines for D.B.E. Subcontractors and Material Suppliers or Manufacturers.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

## 22. Liability of Contractor for Employees

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any materialmen, whatsoever.

## 23. Coordination With Other Contractors and Utilities

Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

## 24. Permits, Laws, Codes, Ordinances and Insurance

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in the Contract Bid Documents and maintain in effect for the life of the contract. He shall take out and carry appropriate employer's liability insurance and public liability insurance.

## 25. Patent Rights

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof.

All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

## 26. Defense of Suits

The Contractor shall indemnify and hold harmless the Owner and its consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## 27. Claims for Labor and Materials

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgments regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

## 28. Completion of Work by Owner

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in accordance with the terms thereof; or if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefore; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

## 29. Extra Work

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Town Inspector, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Town Inspector, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Town shall be paid, nor is the Town liable for any voucher, claims or charges unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. An agreed on lump sum price, or
2. The reasonable cost, as determined by the Town Inspector, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and (5%) profit.

The equipment rental charge shall be at rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Town Inspector access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Town Inspector before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

**All extra work must be preapproved by the Town prior to the work being performed. Any work not preapproved by the Town and performed by the Contractor will not be paid for.**

## 30. Payment

It is agreed that the Contractor will bill the Town monthly for services provided and the Town after verifying the quantities will pay the contractor in a timely manner.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

## 31. Guarantee

If applicable the Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Town Inspector is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than

defective materials furnished by, or defective work done by, the Contractor.

32. Repairs for One (1) Year

Not applicable.

33. Rate of Progress and Time of Completion

The Contractor shall commence work on July 1, 2020 as stated in the Notice to Proceed.

34. Extension of Time

The Contractor understands that this agreement has provisions for two separate one year extensions provided all parties agree to the terms to extend this contract.

35. Damages for Failure to Complete on Time

Not applicable.

36. No Waiver of Rights

Not applicable.

37. Mandatory Negotiation

Contractor and the TOWN agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

38. Arbitration

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory Negotiation paragraph of this contract shall be determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a panel of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

39. Owner's Right to Use

The Owner reserves the right to use or occupy any portion of the facility. Every effort will be made to coordinate with the contractor so as to not disrupt normal operations.

40. Verification of Data

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Town Inspector are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount

of work to be done and materials and labor to be furnished.

41. Contractor's Wage Certification Form

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

42. Verbal Statements Not Binding

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Town Inspector or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

43. Delays or Termination by Governmental Authorities

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Energy and Environmental Protection (DEEP) or any other State, Federal or Municipal agency, no additional compensation will be made by owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the Owner, State DEEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Town Inspector shall verify final quantities for the entire amount of work done up to the effective date of termination. The provisions of Sections 31 (Guarantee) and 32 (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Town Inspector is formally approved by the Town.

44. Validity of Agreement

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed in the presence of

TOWN

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
Mary Calorio, Town Manager

CONTRACTOR

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(Duly Authorized)

**SECTION G**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

Hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no

change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time,

alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(Number) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_day of \_\_\_\_\_, 2020.

ATTEST:

_____	_____ (SEAL)
(Principal) Secretary	Principal
_____	By _____
(Witness as to Principal)	
_____	_____
(Address)	(Address)

ATTEST:

_____	_____ (SEAL)
(Surety) Secretary	Surety
_____	By _____
(Witness as to Surety)	Attorney-in-Fact
_____	_____
(Address)	(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(Signatures must be witnessed)



**SECTION H**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these  
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain  
contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of  
which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to  
the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands  
incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs  
and damages which may suffer by reason of failure to do so, and shall reimburse and repay the  
OWNER all outlay and expense which the OWNER may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no  
change, extension of time, alteration or addition to the terms of the contract or to WORK to be  
performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its  
obligation on this BOND, and it does hereby waive notice of any such change, extension of time,  
alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.



PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_(Number) counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

_____	_____ (SEAL)
(Principal) Secretary	Principal
_____	By _____
(Witness as to Principal)	
_____	_____
(Address)	(Address)

ATTEST:

_____	_____ (SEAL)
(Surety) Secretary	Surety
_____	By _____
(Witness as to Surety)	Attorney-in-Fact
_____	_____
(Address)	(Address)

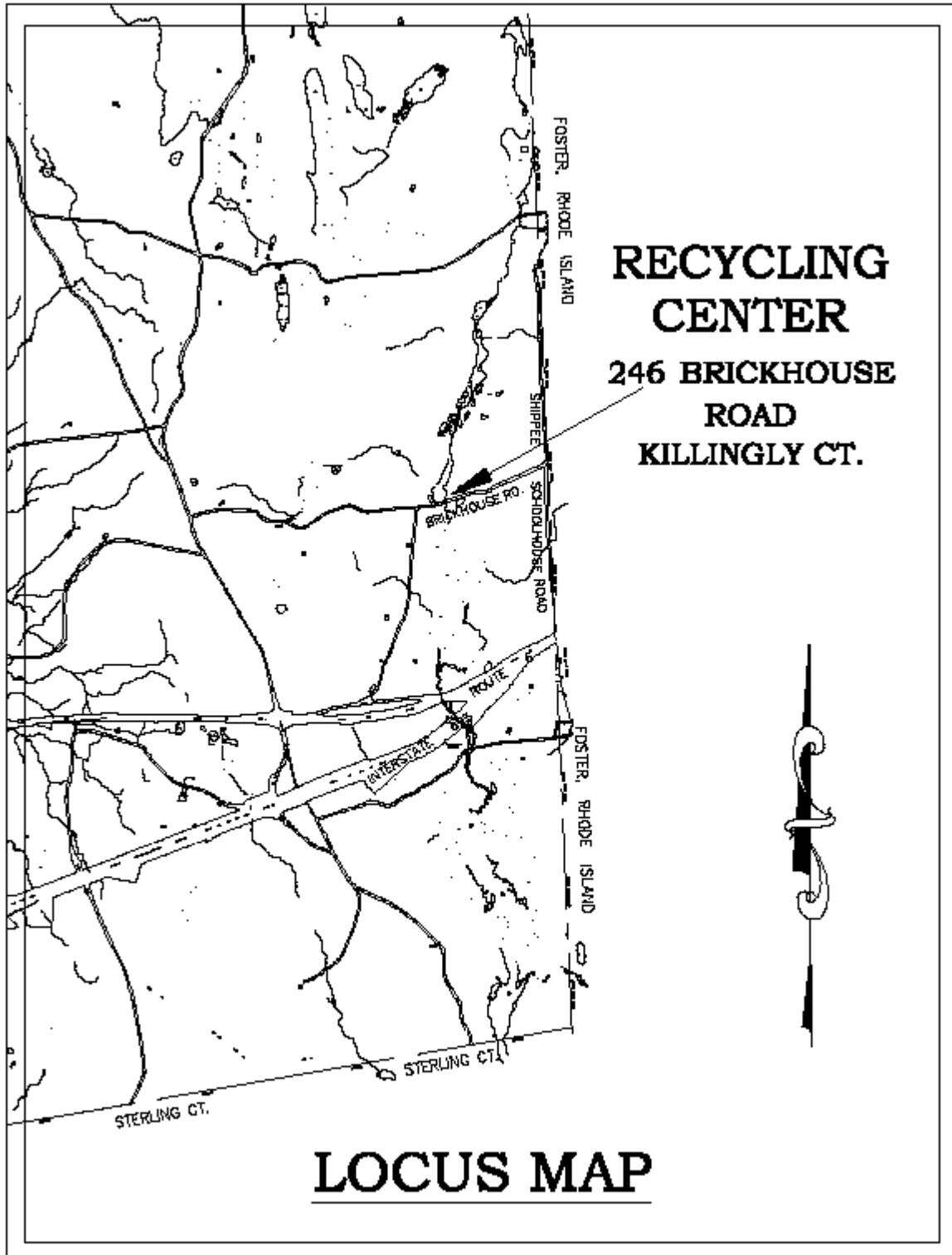
NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

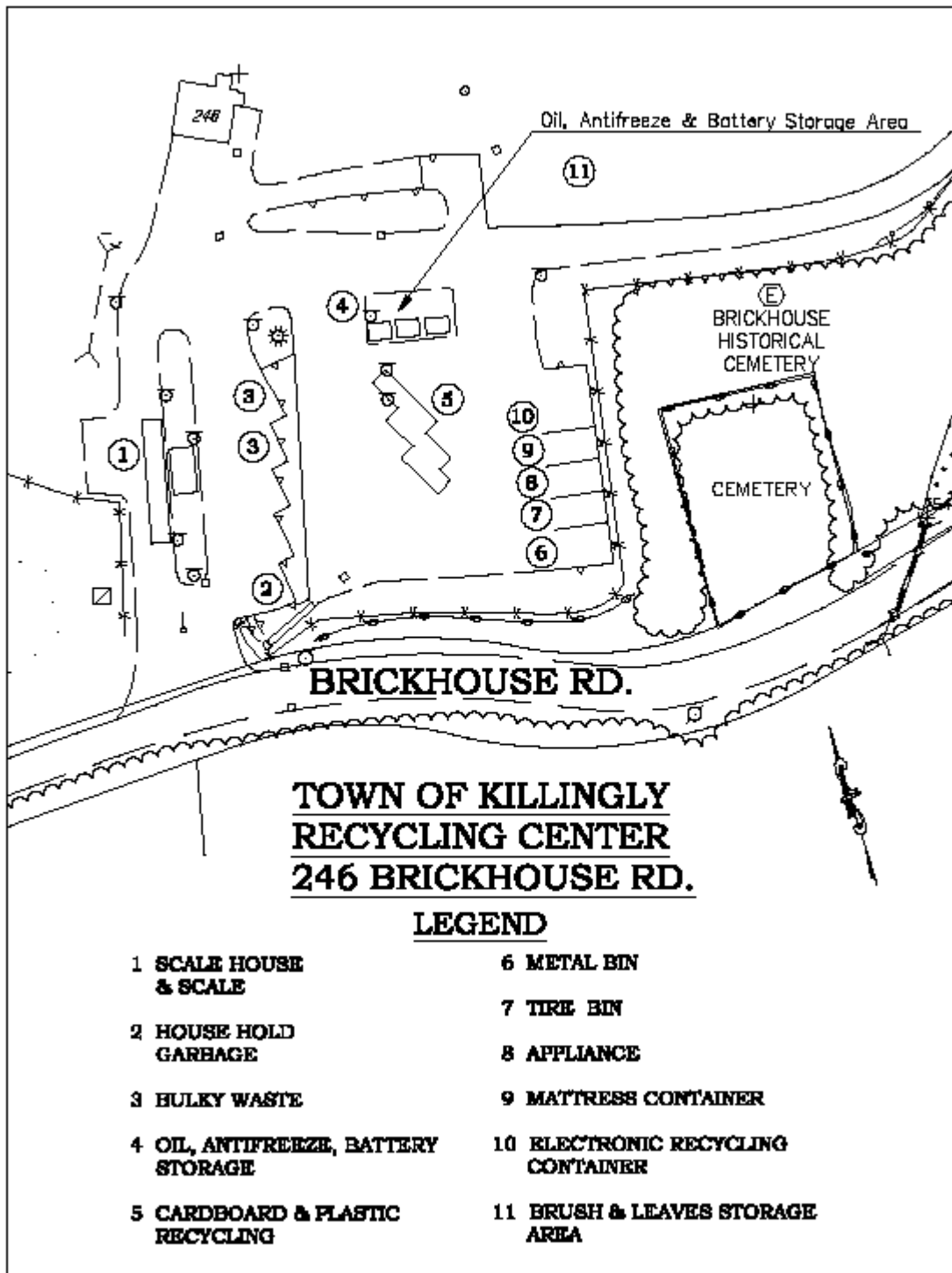
IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

(Signature must be witnessed)

**SECTION I**

**MAP of TRANSFER STATION & RECYCLING CENTER**





## **SECTION J**

### **HOLIDAYS TOWN OF KILLINGLY**

• ½ Day before New Years	• New Year's Day
• Martin Luther King Birthday	• Presidents' Day
• Good Friday	• Memorial Day
• Fourth of July	• Labor Day
• Columbus Day	• Veterans' Day
• Thanksgiving Day	• Day After Thanksgiving
• ½ Day before Christmas	• Christmas Day
•	•

# SECTION K

## PERMIT



### **Approval of Registration**

#### *Municipal Transfer Station General Permit*

*Name of Permittee:* Town of Killingly

*Site Address:* 246 Brickhouse Rd., Danielson

*Name of Facility:* Killingly Transfer Station

*The registrant is hereby authorized to operate a Municipal Transfer Station in accordance with the general permit issued by the Department on November 29, 2012.  
This registration will expire on November 29, 2022.*

November 29, 2012  
*Date*

  
Robert C. Isner, Director  
*Waste Engineering & Enforcement Division  
Bureau of Materials Management &  
Compliance Assurance*

*Application No.:* 200802182

*Registration No.:* 0690878-MTSGP

## SECTION L

### TRANSFER STATION & RECYCLING CENTER RULES, FEES and REGULATIONS

#### TOWN OF KILLINGLY RECYCLING CENTER

The Recycling Center and Transfer Station is available to any Town Resident. The facility is open Thursday & Saturday from 8:00 am to 3:15 pm (closed holidays). An annual permit (vehicle sticker) is required, except for electronics. The cost is **\$80 (\$40 for seniors and disabled)**. Permits are available in the Revenue Office of the Killingly Town Hall. **A Three-Visit Pass is available for \$20.00** at either the Revenue Office or the Scale House of the Transfer Station. This allows the bearer three separate trips to the facility. There is no limit on the number of passes purchased. **All Passes/Permits expire on June 30<sup>th</sup>. All other fees apply.**

The facility is located on **246 Brickhouse Road**: from Route 6 head North on Bailey Hill Road to Brickhouse Road (approximately one mile). Take a right and follow Brickhouse Road to the entrance of the facility (approximately 1.5 miles). There are green directional signs on Route 6 and at the intersection of Bailey Hill Road and Brickhouse Road. **If you sell, trade-in, or dispose of your vehicle, you must remove the sticker and return it to the Revenue Collector's Office at the Town Hall, along with the new registration, for a replacement sticker at no cost.**

All residents who want to dispose of **household waste** at the Recycling Center are required to use Town disposal stickers. No bag larger than **35 gallons** may be utilized to dispose of household trash. **The stickers should be placed flat on the garbage bag, not at the top.** Stickers are available for purchase at the transfer station and local businesses including Stop & Shop, Big Y, and Sunny Side Farms. The cost of the sticker is **\$5.00 each**. **Bulky Waste** items can be disposed of at a cost of **\$.10 per lb.** and must be paid for at the recycling center at the time of disposal. There are no fees for **recyclables**.

No type of permit will be issued to any applicant who has an outstanding delinquent financial obligation due to the Town. If a current permit holder becomes delinquent on a financial obligation during the year, the permit may be revoked. This includes personal and real property taxes, sewer fees, and other charges.

#### For Questions

- Rules & Regulations regarding waste & recyclables...Recycling Center and Transfer Station:...860-779-5387
- Permits and Billing...Revenue Collector's Office (Town Hall)...860-779-5329
- General Information...Town Engineers Office (Town Hall)...860-779-5360

**OPERATING REGULATIONS**

1. All loads must be secured and loose loads covered
2. All loads may be inspected prior to entry into the facility
3. All loads must be separated and prepared for disposal prior to entry into the facility
4. All materials must be deposited in the correct locations as specified at the facility
5. All children under 4 feet in height and pets must remain in vehicles at all times while at the facility
6. All material deposited at the facility shall become and remain the property of the Town
7. No picking, scavenging, or salvaging of any kind shall be permitted
8. The Town reserves the right to reject any load
9. Maximum speed while in the Recycling Center is 5 mph
10. No bag larger than 35 gallons may be utilized to dispose of household trash
11. Disposal Stickers must be placed flat on garbage bags (stickers may not be placed at the top of the bag where the bag is tied)
12. Generally, rimless tires for Residential users shall be limited to four (4) tires per trip and are subject to disposal fees.
13. Generally, mattresses for Residential users shall be limited to two (2) per trip.
14. Generally, appliances (refrigerators, stoves, ranges, etc.) for Residential users Shall be limited to one (1) of each type per trip and are subject to disposal fees
15. All users subject to the regulations as identified in the Killingly Code of Ordinances (Chapter 8)

**TOWN OF KILLINGLY RECYCLING CENTER FEES**

<b><u>ITEM</u></b>	<b><u>DISPOSAL LOCATION</u></b>	<b><u>CHARGE</u></b>
• Anti-freeze	Anti-freeze Shed	Free
• Batteries	Electronics Area / Shed	Free
• Rechargeable Batteries	Electronics Area	Free
• Yard Waste (brush/branches up to 5" diameter, leaves, grass)	Brush Pile	Free
• Christmas Trees	Brush Pile	Free
• Corrugated Cardboard Boxes	Single Stream Compactor	Free
• Florescent Light Bulbs and CFLs	Electronics Area	Free
• Recyclable Mattresses (2 per trip)	Mattress Container	Free
• Metal, Steel, Iron Items	Scrap Metal Pile	Free
• Motor Fuel	Motor Oil Shed	Free
• Newspaper, Magazines, Paper, Cereal Boxes	Single Stream Compactor	Free

• Plastic Toys	Bulky Waste	Free
• Plastic, Glass, Aluminum Cans or Bottles	Single Stream Container	Free
• White Goods/Appliances without Freon (Washers, dryers, stoves, etc.)	White Goods Area	Free
• Computers, Televisions, Electronics, Etc. (no permit required)	Electronic Area	Free
<hr/>		
• Carpets, Rugs, Padding (pay at the gate)	*Bulky Waste	\$0.10 per lb.
• Construction Debris (pay at the gate) (lumber, shingles, decking, tile, masonry, wood windows and doors, etc.)	*Bulky Waste	\$0.10 per lb.
• Furniture (pay at the gate)	*Bulky Waste	\$0.10 per lb.
• Unrecyclable Mattresses/Box Springs (pay at the gate)	*Bulky Waste	\$0.10 per lb.
• Linoleum (pay at the gate)	*Bulky Waste	\$0.10 per lb.
• Plate Glass and Windows (pay at the gate)	*Bulky Waste	\$0.10 per lb.
• Vinyl Siding (pay at the gate)	*Bulky Waste	\$0.10 per lb.
	*\$2.00 minimum fee	
<hr/>		
• Household Trash (disposal sticker)	Trash Container	\$5.00
• Pillows and Cushions (disposal sticker)	Trash Container	\$5.00
• Small Foam Mattresses (disposal sticker)	Trash Container	\$5.00
<hr/>		
• Car Tire under 17"	Tire Trailer	\$4.00 / each
• Car Tire under 17" on Rim	Tire Trailer	\$6.00 / each
• Road Tire 17" and Over	Tire Trailer	\$10.00/each
• Road Tire 17" and Over on Rim	Tire Trailer	\$16.00/each
• Tractor/Equipment Tire	Tire Trailer	\$25.00/each
• White Goods/Appliances with Freon (refrigerators, freezers, air conditioners, etc. pay at the gate)	White Goods Area	\$15.00/each



## **TOWN OF KILLINGLY RECYCLING CENTER RESIDENTIAL PERMIT REGULATIONS**

In order to obtain a residential permit, applicants must comply with the following:

**1. Town of Killingly Residents Only**

Residential Permits are only issued to individuals who own, rent or lease a house, apartment unit or condominium unit in the Town of Killingly. The applicant must reside in the unit. Multi-family property owners and individuals who own vacant land are not eligible for a residential permit, but may apply for a commercial permit. **Permits are issued in the Revenue Office of the Killingly Town Hall.**

**2. Vehicle Registered in the Town of Killingly**

The vehicle that the sticker is placed upon must be registered in the Town of Killingly. The vehicle registration must show a "069" Tax Town Code. Applicants who have a legitimate and valid reason, as determined by the Town Manager, for not registering their vehicle in the Town of Killingly may be issued a permit. Legitimate and valid reasons may include residents utilizing a company vehicle for personal use and seasonal residents who own a home.

**3. Delinquent Taxes and Other Financial Obligations**

No type of permit will be issued to any applicant who has an outstanding delinquent financial obligation due to the Town. If a current permit holder becomes delinquent on a financial obligation during the year, the permit may be revoked. This includes personal and real property taxes, sewer fees and other charges.

**4. Vehicle Capacity Limits**

Permits will only be issued for vehicles that have a capacity of one ton or less (generally full-size pickup truck or smaller). Any vehicle with a capacity of greater than one ton may be eligible for a commercial permit.

**5. Two Permits per Household**

Each household is limited to two permits. A second permit may be issued, but only at the full residential permit fee.

**6. Borrowed Vehicles/Temporary Permits**

A resident who wishes to use a vehicle not registered in their name must obtain a temporary permit for a period not to exceed thirty days. Temporary permit holders must accompany the material to the Landfill. There is no additional charge for a temporary permit for current residential permit holders. Residents who do not have a regular permit will be charged the same fee as for an annual residential permit.

**7. Non-Transferable**

Residential Stickers are not transferable to another user.

**8. Replacement Permits**

A replacement permit will only be issued at no charge if the original permit is returned. If the original sticker is not available, a new sticker will have to be purchased.

**9. Discounted Senior Permits**

A valid driver's license indicating that the applicant has attained the age of 65 years by the date of application is required to receive the discounted senior rate. The vehicle and the driver's license must contain the exact name.

**10. Permits Issued on or after January 1**

Any permit issued on or after January 1 will be prorated at a cost of **\$40.00 (\$20.00 for seniors)**.

**11. Code of Ordinances/Town Manager Discretion**

All users are subject to the Killingly Code of Ordinances (Chapter 8). The Town Manager has the discretion to waive certain regulations for special circumstances.

**12. Unacceptable Waste**

Unacceptable Waste consists of the following categories of Solid Waste:

- (a.) Explosives and Ordinance Materials
- (b.) Gas Cylinders;
- (c.) Hazardous Waste, including oil and batteries;
- (d.) Liquid Waste (i.e., containing less than twenty percent (20%) solids;
- (e.) Radioactive Materials;
- (f.) Un-sterilized or Unprocessed Infectious or Pathological Materials;
- (g.) Scrap vehicles and parts; and
- (h.) All other items of waste that would be likely to pose a threat to health and/or safety.

## SECTION M

### TRANSFER STATION & RECYCLING CENTER TONNAGE REPORT

#### Town of Killingly Recycle Center Fiscal Year Material Weights in Tons

	Fiscal 2010	Fiscal 2011	Fiscal 2012	Fiscal 2013	Fiscal 2014	Fiscal 2015	Fiscal 2016	Fiscal 2017	Fiscal 2018	Fiscal 2019	Fiscal 2020
Single Stream							108.08	625.39	190.82	160.54	74.91
Light Iron	82.31	48.97	52.15	36.5	36.5	29.89	48.44	63.03	52.37	53.43	25.01
Trash	374.03	372.62	362.27	329.55	329.55	394.8	322.42	300.23	259.32	217.8	99.7
Bulky Waste	239.15	231.84	251.21	368.28	368.28	201.25	420.31	398.2	435.64	404.02	210.29
Stumps/Brush	165.38	104.96	225.26	240.27	240.27	84.76	201.07	80.53	87.74	90.95	35.83
Tires	9.54	12.8	19.58	34.7	34.7	9.34	10.88	3.1	7.59	7.6	0
Batteries	0	1.33	0	0	0	0	0	0	0	0	0

NOTES: 1. A Fiscal Year is from July 1 to June 30.  
2. Singly Stream began in January of 2016.

**SECTION N**

CLA-12  
SUBCONTRACTOR APPROVAL FORM

**SUBCONTRACTOR APPROVAL**

The Municipality, grants approval for a Subcontract between

\_\_\_\_\_  
 (Name) (Address)  
 as Contractor and \_\_\_\_\_  
 (Name) (Address)

**FEIN No. of Subcontractor:** \_\_\_\_\_  
 as Subcontractor to the Contractor and \_\_\_\_\_  
 (Name) (Address)

**FEIN No. of Sub-Subcontractor:** \_\_\_\_\_  
 as Sub-Subcontractor to the Contractor on a certain contract described as follows:

**Town of:** \_\_\_\_\_ **Municipal Project No.:** \_\_\_\_\_

This approval to sublet to the Subcontractor is for the following portions of the original contract, including Special Provisions, plans, specifications, addenda, and other documents made a part of said contract.

**Anticipated start date for Subcontractor/Sub-Subcontractor** \_\_\_\_\_

**Is the Subcontractor/Sub-Subcontractor a** (if applicable, check only one):

**SBE** (State Funded Contracts Only) or **DBE** (Fed. Participating Contracts Only)

If the request for approval is for a SBE or DBE subcontractor for the purpose of meeting the applicable Contract SBE Set-aside or DBE Goal, then a copy of the legal contract between the prime and the subcontractor must be submitted along with the request for subcontractor approval. The Contractor and Subcontractor are required to comply with the applicable SBE or DBE provisions.

NOTE: For Contracts awarded after May 2002, the Contractor is required to clearly breakout assignments of work to subcontractors (sub-subcontractors) by item for each project (subproject), including reference Project Number(s) and Line Item Number(s) as outlined in the **“Line Item Category Report”**. The following table is to be completed by the Contractor. If additional space is required, attach additional pages as required. (Check if additional pages are attached: )

Project No.	Item Code	Line Item	Work Description	Code *	Pay Unit	Unit Price	Quantity	Subcontract Total Item Value	% of Orig. Bid Qty.

(\* Code: S – Subcontractor, T – Trucking, P – Supplier)

**Total Subcontract Value** \_\_\_\_\_

This approval is granted on condition that the Contractor and Subcontractor agree that the subcontract between them shall include the following provisions, which agreement is evidenced by their signatures subscribed hereto:

The Subcontractor agrees to be bound to the Contractor by the terms of the herein before original contract, including special provisions, plans, specifications, addenda, and other documents made a part of said contract, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Municipality, except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.