

## Legal Notice

Town of Hebron, Connecticut

RFP #2026-06

### Curbside Pick-up of Municipal Solid Waste (MSW) and Recyclables and Handling of Bulky Waste

The Town of Hebron is soliciting lump sum proposals from Rubbish and Trash Removal Firms to provide weekly curbside pickup for all town residents of their Municipal Solid Waste (MSW) and bi-weekly pick-up of recyclables and recommendations on handling and disposing of their Bulky Waste.

Firms responding to this RFP should submit a sealed proposal including: one (1) signed original and nine (9) printed copies along with an electronic version on a flash drive to: Town of Hebron c/o Andrew J. Tierney, Town Manager, Town Office Building, 15 Gilead Street, Hebron, Connecticut 06248. All proposals must be in HARD COPY format and be received no later than **10:00 a.m. on FRIDAY, FEBRUARY 6, 2026.** Bids must be in a sealed envelope and clearly marked "Bid# 2026-06: Curbside Pick-up of Municipal Solid Waste (MSW) and Recyclables and Handling of Bulky Waste" on the outside of the envelope. The bids will be opened publicly and read aloud at the Town Office Building.

For more information and the complete RFP, visit the Town's website at <https://hebronct.com/bids/>.

The Town of Hebron reserves the right to waive any defect in any proposal and reserves the right to reject any/all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Policies of the Town of Hebron.

Date: JANUARY 20, 2026

Andrew J. Tierney  
Town Manager  
Hebron, Connecticut

**The Town of Hebron**  
**and**  
**the Hebron Department of Public Works**



**Town Of Hebron  
15 Gilead Street  
Hebron, CT 06248**

**(860) 228-5971 Opt. 0  
(860) 228-4859 (Fax)**

**JANUARY 20, 2026**

*REQUEST FOR LUMP SUM PROPOSALS*

**BID # 2026-06**

**Curbside Pick-up of Municipal Solid Waste (MSW)  
and Recyclables and Handling of Bulky Waste  
Town of Hebron**

**Proposals due: FRIDAY, FEBRUARY 6, 2026 by 10:00 a.m.**

*QUESTIONS CONCERNING PROPOSAL:*

*E-MAIL: [atierney@hebronct.gov](mailto:atierney@hebronct.gov)  
REQUEST FOR PROPOSALS*

**RFP #2026-06**  
**Curbside Pick-up of Municipal Solid Waste (MSW)**  
**and Recyclables and Handling of Bulky Waste**

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Date: JANUARY 20, 2026 \_\_\_\_\_  
Hebron, Connecticut                      Andrew J. Tierney Town Manager

## **BACKGROUND**

The Town of Hebron is in Tolland County, and its neighboring towns are Glastonbury to the north, Columbia to the east, Marlborough to the west and Colchester to the south. The current population of the town is approximately 9,000 residents. There are 3,471 homes in the town that generate both MSW and recyclables. Currently about 40% of the residents have contracted directly with Rubbish and Trash Removal firms, while the remainder of residents rely on the Town's Transfer Station in order to discard both waste, recyclables and bulky waste.

The Town is currently in the final stages of refining the design parameters for a new Public Works facility that will be built on the existing site. It has become evident that during the construction process that the existing transfer station operations and the collection of bulky waste will need to cease for a minimum of about one (1) year.

As a result, the Town is soliciting lump sum proposals from Rubbish and Trash Removal Firms to provide weekly curbside pickup for all town residents of their Municipal Solid Waste (MSW) and bi-weekly pick-up of recyclables and soliciting recommendations and options on how best to address the bulky waste that is generated by residents.

## **SCOPE OF WORK REQUIREMENTS:**

**Wheeled Cart Sizes:** All Residents will be provided with at a minimum of two rolling carts. One cart shall be 96-gallon in size and shall be for containing MSW and the other cart shall be 65-gallon in size and shall be for Recyclables. The carts for MSW and Recyclables shall be of different colors and each wheeled cart shall have a unique identification number imprinted on the side of each container for the Firms tracking purposes.

**Fee Inclusions:** The Lump Sum Fee proposal must also include all other fees to be charged, for example, Federal and State fees, overhead, profit, insurance, tipping and disposal fees, cart delivery fees, cart replacement fees due to wear and tear and not abuse by residents, etc.

**Mobilization:** The Town is seeking a firm capable of mobilizing equipment and crews to ensure a smooth transition from the existing operations, with all equipment and curbside collection containers for solid waste and recyclable being in place.

**Fee Adjustments:** If deemed appropriate and necessary, each Firm shall include a proposed method of adjusting the fees, based on factors such as increased costs of doing business, changes in fuel costs, and revised laws, ordinances, or regulations.

**Operational Plan:** Each proposal shall include an operational plan indicating on what days of the week and the hours of the day that the Firm plans to provide weekly curbside residential solid waste and bi-weekly recyclable services within the Town.

**Equipment:** The proposal shall also include what kind of trucks will be used (year included), and a sample brochure or similar document showing the type of wheeled carts

that will be used.

The Firm shall have adequate solid waste container and vehicle cleaning facilities.

The solid waste and recyclables containment areas used by the Firm for the collection and transportation of MSW and Recyclables shall be secured and covered.

The Vehicles containment areas shall be cleaned as often as necessary, but not less than twice a year, to prevent causing odor nuisance or insect breeding, and they shall be maintained in good repair.

The Firm shall make every reasonable effort to close all lids on solid waste and recyclable containers after they are emptied.

The Firm will be expected to maintain its/their equipment in a clean, repaired, and presentable fashion for the duration of the contract period.

Vehicles and containers used for the collection and transportation of any solid waste and recyclables shall be loaded and moved in such a manner that the contents will not fall, leak, blow out, or spill therefrom, and they shall be adequately secured or covered to prevent spillage therefrom. Should spillage occur, the material shall be recovered immediately by the Firm and returned to the vehicle or container, and the affected area properly cleaned.

All proposals must include an equipment list containing specifications of, at a minimum, the following equipment:

- A. Rear-End Refuse Collection Vehicles OR Side Refuse Collection Vehicles
- B. Catalog Cuts and/or Photographs depicting the typical wheeled carts/totes that the Firm plans on using for the MSW and Recyclables

**Monthly Reports:** The selected Firm shall submit a monthly report to the Hebron Town Manager or authorized representative, which shall contain but not be limited to the following:

1. The total number of residential customers that were provided with services;
2. The total tonnage of MSW that was picked up and transported;
3. The total tonnage of Recyclables that was picked up and transported;
4. The number of complaints which were filed, organized in categories such as types of complaints, with a report on each complaint's final disposition;
5. Changes in routes;
6. New and replacement equipment;
7. Any other information which the Town Administration or the Firm believes to be of importance;

**Term of the Contract:** The initial agreement shall be for a period of one (1) year with the anticipation that the Towns' Transfer Station will be fully operational by then. However, if that cannot be achieved, the Town shall have the right to extend the service on a monthly basis for an additional term not to exceed six (6) months. Thereafter, the selected firm shall have the option of contracting directly with those residents who wish to

continue curbside pickup.

**Anticipated Contract Start Date:** It is anticipated that curb side pick-up would begin in the fall of 2026, most likely during the October and November time frame. This would ensure a smooth transition to curb side pick-up for both town residents and the Firm, and would be well in advance of the proposed cessation of operations of the existing Transfer Station.

## **SUBMISSION PROCESS**

**Responses to this RFP shall include, at a minimum, the following:**

1. **Introduction and Statement of Qualifications –**
  - 1.1. Provide description of your firm’s experience, include number of years providing service to Municipalities and specifically in Curbside Pickup of MSW and Recyclables similar to those outlined in the Scope of Services.
  - 1.2. Provide the name of the Firm’s Lead Contact that will be assigned as the liaison to the Town.
2. **Indicate the firm’s** summary of services offered. Provide the name, title phone number and email of the desired contact person during the RFP process.
3. **Representative Projects and References** - Provide a list of similar services provided to other Connecticut Municipalities with the most directly relevant projects and client types. Provide at least FIVE (5) specific references for relevant projects completed within the last 10 years, the more recent the better.
4. **Project Understanding and Approach** - Indicate the Firm’s familiarity with providing these types of services to Connecticut Municipalities.
5. **RFP Evaluation Criteria-** In determining the proposal that best meets the needs of the Town, the Town will consider:
  - a. The ability, capacity, applicable licenses, and skill of the Firm to perform the services required under the contract.
  - b. Whether the Firm can provide the services promptly, within the specified time, without delay.
  - c. The character, integrity, reputation, judgement, experience, and efficiency of the Firm.
  - d. The quality of service and level of performance of the Firm under previous contracts or services within the Town, if any.
  - e. The previous and existing compliance by the Firm with state of Connecticut laws and Towns’ ordinances relating to the service.
  - f. Any other factor(s) that the Town deems relevant to the effective and efficient provision of resident curbside solid waste and recyclable services within the Town.
  - g. Completeness of Submission
  - h. Cost of the services per household.

6. **RFP Scoring Criteria**-The responses to this RFP will be evaluated using a one hundred (100) point system based on the following Categories:
  - a. Company Background, History and Experience-20 Points
  - b. References-20 Points
  - c. Equipment and Approach to the Project-20 Points
  - d. Overall Costs and Pricing-40 Points
  
7. **Form of Contract Agreement**-The form of the contract between the Town of Hebron and the Firms is appended to this RFQ and is entitled "Municipal Solid Waste and Recycling Pickup, Transport and Disposal Agreement." By submitting a bid for the project, the Firm warrants and represents that it shall execute the form of contract without modification, exception, or condition. **NOTE: If a Respondent has any questions or comments on the Contract, they must be presented during the RFQ/RFP period. Any questions or comments after that period will not be considered.**

## **Additional Requirements**

### **1. Insurance:**

- 1.1. The Town reserves the right to waive any portion or adjust downward the amount of insurance required depending on the exposures to the Town. **The Selected Firm shall furnish a certificate of insurance to the Town Manager or his designee for the following insurance coverages within ten (10) days from contract execution.** All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Hebron will receive thirty (30) days written notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.
- 1.2. Any aggregate limit shall apply per project. Firm's insurance shall be primary over any other valid and collectible insurance. Any deductibles are the sole responsibility of the Firm. Such policy shall name the Town of Hebron as "additional insured."
- 1.3. **Commercial General Liability** including Premises-Operations, Independent Consultants or Sub-Consultants, Blanket Contractual, Products and Completed Operations, Broad Form Property Damage:  
\$1,000,000 Property Damage per Occurrence  
\$1,000,000 Combined Single Limit  
Property damage Liability for the following hazards if applicable:  
X (Explosion), C (Collapse), U (Underground damage).
- 1.4. **Comprehensive Automobile Liability** covering owned, non-owned, hired, or leased vehicles.

\$1,000,000 Bodily Injury per Occurrence  
\$1,000,000 Property Damage per Occurrence  
\$1,000,000 Combined Single Limit

**1.5. Owners Protective Liability:**

On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and the Firm's Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:  
The Town of Hebron and its respective Officers, agents, and servants.

**1.6. Worker's Compensation:**

In accordance with Connecticut State Statutes.  
Employers Liability Limit - \$1,000,000.

**1.7. Professional liability** – The firm shall provide Professional Liability Insurance (Errors and Omissions) coverage with a limit of at least **\$5,000,000**. The Insurer must be a recognized National Insurance Company.

**1.8. Hold Harmless**

The Firm and its Agents agree to indemnify, defend, and hold harmless the Town of Hebron and its respective Officers, employees, agents and/or servants against demands, claims, actions or causes of actions, losses, damages, liabilities, costs, and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Hebron resulting from or arising out of the execution of the Work. The Certificate of Insurance must include a "Hold Harmless indemnification clause in the interest of the Town of Hebron. The Firm and its Agents and other interests shall also be named.

**2. Non-Collusive Affidavit and Town of Hebron Code of Ethics Policy**

Any act or acts of misrepresentation or collusion shall be the basis for disqualification of any bid or proposal submitted by such person or company guilty of said misrepresentation or collusion. If the bidder has made any misrepresentations or has been involved in collusion and such conduct is discovered after the execution of an Agreement with the Town, the Town may cancel the Agreement without incurring liability, penalty, or damages. The attached Non-collusive Affidavit of Proposer form and acknowledgement of the Town Code of Ethics Policy must be submitted with the formal bid proposal.

## Directions for Submitting Proposals

Firms responding to the RFP should submit one (1) signed original and nine (9) printed copies along with an electronic version on a flash drive of sealed proposals to:

Town of Hebron

c/o Andrew Tierney, Town Manager

Town Office Building

15 Gilead Street

Hebron, Connecticut 06248

**All proposals must be in HARD COPY format and be received no later than 10:00 a.m. on February 6, 2026.**

Questions regarding this RFQ shall be directed to:

Name: Andrew Tierney

Email: [atierney@hebronct.com](mailto:atierney@hebronct.com)

Questions must be received via email only (telephone inquiries will not receive a response) by seven days before the date proposals are due. Any addenda will be posted to the Town's website no later than four (4) days before the date proposals are due. It is the respondent's obligation to visit the Town's web page to access and download any addenda.

**BID PROPOSAL FORM**  
**TOWN OF HEBRON, CONNECTICUT 06248**  
**CURBSIDE PICK-UP MUNICIPAL SOLID WASTE (MSW)**  
**AND RECYCLABLES AND HANDLING OF BULKY WASTE**  
**HEBRON, CT**  
**BID # 2026-06**

Opening Date: **10 am., February 6, 2026**

Town Manager's Office  
Town of Hebron  
15 Gilead St  
Hebron, CT 06248

In accordance with Town Specifications and Scope of Work, the undersigned agrees to the following:

Provide weekly curbside pickup of Municipal Solid Waste (MSW) and bi-weekly pickup of recyclables to three-thousand-four-hundred seventy-one (3,471) residences

SUBMITTED BY:

(Bidder's full Company  
Name).....

(Bidder's full  
address).....

.....

(Bidder's telephone and fax  
numbers).....

(Bidder's email  
address).....

**1. OFFER**

Having examined the Scope of The Work and all matters referred to in the Request for Proposal (RFP) prepared by the Town of Hebron regarding providing weekly curbside pickup of Municipal Solid Waste and bi-weekly pickup of recyclables to three-thousand-four-hundred seventy-one (3,471) residences we, the undersigned, hereby offer to enter into a Contract to perform the Work for the lump sum of:

\$.....dollars (.....) first year costs  
(amount in words) (amount in figures)

2. UNIT PRICES

We propose and agree that the following unit prices for work performed in accordance with the RFP and Scope of Work and shall be used to compute the cost to the Town of Hebron, should changes in the amount of work be required. Unit prices shall include all necessary material, overhead and profit, and applicable taxes.

For work deleted from the Contract, credit to the Town of Hebron for such work shall be computed based on the recited unit price.

- a. The cost to provide weekly curbside pickup of MSW and biweekly curbside pickup of recyclables per an added household

\$.dollars (amount in words)

\$. dollars (amount in figures)

- b. Beyond the initial One (1) year term of the contract, provide the monthly cost to continue all services for an additional term not to exceed six (6) months.

\$.dollars (amount in words)

\$. dollars (amount in figures)

3. RECOMMENDATIONS AND OPTIONS IN HANDLING AND DISPOSAL OF BULKY WASTE

Provide recommendations and options in accepting, handling, and disposing of Resident's Bulky Waste Materials

.....
.....
.....
.....

4. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

5. APPENDICES

In accordance with the Instructions to Bidders, we Include the following required Appendices concurrent with Bid submission. The information provided shall be an integral part of our Bid.

Blank Form of Proposed Contract Agreement Between the Town of Hebron and the Bidder to include the name(s) of the municipalities) that have utilized the agreement.

6. The undersigned is familiar with the conditions surrounding this call for bids, is aware that the Town of Hebron reserves the right to reject any and all bids and is submitting this bid without collusion with any other person, individual or corporation.

_____		
Signature		Witness
_____		
Printed Name & Title of Signer		Date
_____		
Company Name		Phone
_____		
Address		Fax
_____		
Town/City	State	Zip

**TOWN OF HEBRON**  
**Department of Finance**  
**NON-COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition;
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal, and
- (3) acknowledges that the Town of Hebron's Code of Ethics Policy has been received and understood.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Hebron to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

Subscribed and Sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public  
My Commission Expires  
\_\_\_\_\_

Hebron Code of Ethics  
**Effective November 5, 2019**

**I. Persons Governed by this Code**

This code shall apply to all Town officials, officers, and employees, whether elected and/or appointed, including members of boards, commissions, and committees, full time, or part time, paid or unpaid and shall hereinafter be referred to collectively as “persons governed by this code.”

**II. Purpose**

Public office is a public trust. The trust of the public is essential for government to function effectively. Policy developed by government officials and employees affects every citizen of the town, and it must be based upon honest and fair deliberations and decisions. This process must be free from threats, favoritism, undue influence, and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town seeks to avoid any loss of trust and to maintain and increase the confidence of our citizens in the integrity, fairness, and transparency of their government.

Persons governed by this code shall strive to conduct themselves in a professional, courteous, honest manner and otherwise according to the highest moral and personal standards of integrity, such that their behavior reflects favorably upon themselves and the Town of Hebron, including but not limited to conduct or communication in any public forum or media.

**III. Definitions**

As used in this Chapter, the following listed words and phrases shall have these specific meanings:

- A. ***Conflict of Interest:*** A conflict between one’s obligation to the public good and one’s self-interest.
- B. ***Financial Interest:*** Any monetary benefit accruing to persons governed by this code that is not equally available to the general public.

- C. **Gift:** Anything having value whether in the form of service, loan, tangible property, promise or any other form. However, a gift shall not include political contributions made  
  
in accordance with campaign financing regulations; nor tokens of appreciation, recognition or other incidental gratuities not exceeding \$100 per year.
- D. **Immediate Family:** Includes spouse/domestic partner, siblings, child(ren) parents, of persons governed by this code or the spouse/domestic partner and any individual residing in the same household.
- E. **Independent Contractor:** Any general contractor, subcontractor, consultant, person, firm, corporation, vendor, or organization currently providing or formerly providing, goods or services to the Town of Hebron in exchange for compensation.
- F. **Personal Interest:** Any non-monetary benefit, special consideration, treatment, or advantage accruing to persons governed by this code which is not equally available to the general public.

#### IV. Conflicts of Interest

No person governed by this code shall use his position or office for the financial or personal interest of himself, a business with which he is associated, an individual with which he is associated or a member of his immediate family.

No person governed by this code shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, that is incompatible with the proper discharge of his official responsibilities in the public interest or that would tend to impair his independent judgment or action in the performance of his official responsibilities.

No person governed by this code or a business with which he is associated or member of his immediate family shall enter into a contract with the Town unless it is awarded through a process of public notice and/or competitive bidding.

No person governed by this code or independent contractor shall knowingly counsel, authorize or otherwise sanction action that violates any provision of this code.

**V. Disclosure and Recusal**

A person governed by this code shall refrain from participating on behalf of the Town of Hebron in any matter pending before any agency of the town if he, a business with which he is associated, an individual with whom he is associated or a member of his immediate family has a financial or personal interest in that matter and such interest is not shared by a substantial segment of the town's population.

If such participation is within the scope of said person's official responsibility, he shall be required to provide written disclosure, that sets forth the nature and extent of such interest to the Town Clerk, and this disclosure shall be included in the official record of all proceedings on this matter.

Notwithstanding the prohibition outlined above, a person governed by this code may vote or otherwise participate in a matter that involves a determination of general policy if said person's interest in the matter is shared with a substantial segment of the population of the Town.

No person governed by this code shall appear on behalf of private interests before any agency of the Town, nor shall he represent private interests in any action, proceeding or litigation against the town.

Nothing contained in this code shall prohibit or restrict a person governed by this code from appearing before any agency of the Town on his own behalf, or from being a party in any action, proceeding or litigation brought by or against such person to which the Town is also a party.

For a period of one (1) year after termination of service to the Town, no former employee or Town official who participated in the negotiation or award of a town contract valued in excess of \$25,000 shall accept employment with, appear on behalf of, or represent any private interest concerning matters related to this same contract.

**VI. Gifts**

No person governed by this code or member of such individual's immediate family or business with which he is associated shall solicit or accept any gift that could reasonably be expected to influence or create an appearance of influencing the actions or judgment of such person.

If a prohibited gift is offered to a person governed by this code, he shall refuse it, return it, pay the donor the market value of the gift or donate it to a nonprofit organization provided he does not take the corresponding tax write-off. Alternatively, such prohibited gift may be considered a gift to the Town provided it remains in the Town's possession.

**VII. Use of Town Assets**

No person governed by this code or independent contractor shall request or permit the use of town funds or services, Town owned or leased vehicles, equipment, facilities, materials or property for personal convenience or profit, except when such assets and

services are available to the public generally or are provided as Town policy for the use of persons governed by this code in the conduct of official business.

**VIII. Use of Confidential Information**

No person governed by this code, former employee or independent contractor shall disclose confidential information concerning Town affairs, nor shall such persons governed by this code use this information for the personal or financial interests of themselves or others.

**TOWN OF HEBRON  
Purchasing Office**

15 Gilead St  
HEBRON, CT 06248

**“NO BID” RESPONSE**

**Name of Bid/RFP/RFQ:** \_\_\_\_\_  
**Date of Bid Opening:** \_\_\_\_\_

For tracking, audit, and record-keeping purposes, we would very much appreciate knowing the reason why you have chosen not to submit a proposal for the above-referenced Public Bid, RFP or RFQ.

Would you please take a moment to provide a brief explanation below for not submitting a proposal to us for this purchase?

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

Please also indicate if you would like to continue to receive bids and quotes from us in the future for above-referenced related purchases. If we do not receive this form back, we will assume you are no longer interested in receiving bids and quotes from us.

Please continue to send me bids, quotes, and RFPs. Yes \_\_\_\_\_ No \_\_\_\_\_

Company name \_\_\_\_\_

Mailing address \_\_\_\_\_

Your name \_\_\_\_\_ Date \_\_\_\_\_

This may be mailed, faxed, or e-mailed back to us at:

Town of Hebron  
Attn: Town Manager’s Office  
Hebron, CT 06248  
Fax: 860 228-4859  
E-mail: [atierney@hebronct.gov](mailto:atierney@hebronct.gov)  
Thank you for your response.

**MUNICIPAL SOLID WASTE AND RECYCLING PICKUP, TRANSPORT AND DISPOSAL AGREEMENT**

**BETWEEN**

**TOWN OF HEBRON**

**And**

\_\_\_\_\_

THIS AGREEMENT made effective this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”) by and between the Town of Hebron, a municipality duly organized under the laws of Connecticut and having a usual place of business at 15 Gilead Street, Hebron, Connecticut, hereinafter referred to as the “Town”, and \_\_\_\_\_, a \_\_\_\_\_ having a usual place of business at \_\_\_\_\_ hereinafter referred to as the “Contractor”. The Town and Contractor are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

WHEREAS, through a Request for Proposals dated \_\_\_\_\_ 202\_\_ (“RFP”, attached as Exhibit 1 hereto), the Town invited the submission of proposals for the purchase and delivery of Municipal Solid Waste, and Recycling, Transport and Disposal, hereinafter “the Project”; and

WHEREAS, the Contractor has expertise in the operation and management of municipal solid waste, bulky waste, recyclables and other wastes, and the provision of waste transportation services; and

WHEREAS, the Contractor submitted a Proposal dated \_\_\_\_\_ (the “Proposal,” attached as Exhibit 2 hereto) to perform the work in response to the Town RFP and required to complete the Project; and

WHEREAS, the Town has determined that the services and work scope set forth in the Proposal meet the Town’s needs as set forth in the RFP, and the Town wishes to retain the Contractor for the performance of the services requested in the RFP and as accepted in the Proposal, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other actions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties the Town and the Contractor agree as follows:

**ARTICLE I**

**PRELIMINARY MATTERS**

1. Incorporation of Recitals. The Recitals, the Exhibits and the Schedules to this Agreement are incorporated into the body of this Agreement as a part hereof.
2. Certain Definitions. Capitalized terms used in this Agreement have the meanings ascribed to such terms as may be set forth in this Agreement or below:

“ACCEPTABLE WASTE” means recyclables or recyclable materials and refuse, also (“MSW”) as defined in this Agreement and in no event shall Acceptable Waste mean or include Unacceptable Waste.

**[in that the RFP invites options to handle bulky waste, a contractor can propose contractual provisions related to bulky waste defined as: “BULKY WASTE” shall include all large oversized household wastes including furniture, wood, rugs, large plastic pieces, appliances, scrap metal, and other materials as are designated by the Town and which wastes have been collected by the Town at the Town Transfer Station. Bulky Waste does not include construction and demolition debris, land clearing debris, Hazardous Waste, body wastes, junk yard wastes, solid industrial wastes and motor vehicles and parts thereof.]**

“CONTRACT DOCUMENTS” The Contract Documents consist of this Agreement, the RFP and the Contractor’s Proposal. The Contract Documents constitute the entire Agreement between the parties concerning the work, and all are fully incorporated as if fully set forth herein. To the extent a conflict exists among or between this Agreement, the RFP, and the Contractor’s Proposal, the provisions of this Agreement shall control. The Parties agree that the full scope of services, including means, methods, specifications and terms for operations and management of MSW and Recyclables are set forth in the RFP and those services shall be provided as set forth in the RFP without repetition in this Agreement unless otherwise modified and agreed to by the Town accepting the Proposal and such modification is set forth or specifically incorporated into this Agreement.

“DESIGNATED FACILITIES” shall be those facilities designated for the disposal of Refuse and Recyclables as set forth in Section III.3.

“FORCE MAJEURE” shall mean any event or condition having a material and adverse effect upon the Contractor’s or the Town’s ability to perform pursuant to this Agreement if such event or condition is beyond the reasonable control and not the result of willful or negligent action or lack of reasonable diligence of the parties relying thereon as justification for not performing any obligation or complying with any condition required of such party under this Contract. “Force Majeure” events or conditions may include but are not restricted to events of the following kinds: an act of God, an act of war, insurrection, riot or civil disturbance, act of terrorism, fire, explosion, flood, earthquake, pandemics, unusually severe and extraordinary weather conditions, strikes or lockouts which affect, impact or impede the Contractor’s or the Town’s operations, or changes in law or acts of government or regulatory authorities that materially affects performance under this Agreement.

"GOVERNMENTAL AUTHORITY" means any federal, state, and local governmental agency (including the Town), authority, bureau, quasi-governmental body, regulatory body, department, court, or other instrumentality having jurisdiction over the Town, Contractor, or the performance of the Work.

“OPERATING YEAR” shall mean each July 1 through June 30. The First Operating Year is July 1, 2023-June 30, 2024, with the Second Operating Year being July 1, 2024-June 30, 2025, and each subsequent operating year defined accordingly.

“PERSON” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organizations, entity, or group of individuals.

“RECYCLABLES” or “RECYCLABLE MATERIAL” shall mean solid waste which has been designated by the State as a recyclable pursuant to Section 22a-207(28), as may be amended, or as otherwise been designated by the Town for recycling. These include but not limited to newspapers, telephone books, magazines, junk mail, white paper, envelopes, mixed paper, glass bottles and jars (clear, brown, and green), white metal, ferrous metals and aluminum, plastics, and corrugated cardboard.

“REFUSE” also referenced as “MSW”, shall mean residential solid waste, excluding oversized or awkward items put out by the households, are of commercial nature or are of unusual size or weight, such as 250-gallon oil tanks, large furnace, etc., excluding, however, inherently dangerous, toxic and hazardous wastes which are designated as “hazardous wastes” by State and/or Federal regulatory authorities having appropriate jurisdiction.

“UNACCEPTABLE WASTE” means any material that is not Acceptable Waste, including without limitation: (a) any material that by reason of its composition, characteristics, or quantity is ineligible for disposal at a Designated Facility, or any applicable federal, state or local laws, rules, regulations, or permits; (b) hazardous, toxic, radioactive, hospital or laboratory wastes or substances; (c) any other material that Contractor reasonably concludes would require special handling outside the normal course or present an endangerment to the Designated Facility, the public health or safety, or the environment.

“WORK” shall mean and consist of the scope of services described in the Contract Documents as defined above.

3. Rules of Construction. As used in this Agreement, except as otherwise provided or unless the context otherwise requires: (i) the terms defined in this Agreement include the plural as well as the singular; the words “herein,” “hereof” and “hereunder,” and words of similar import, refer to this Agreement as a whole and not to any particular Article, Section or other subdivision; references to an “Article,” “Section” or other subdivision are to this Agreement except as otherwise stated; (iv) a reference to either gender includes the other gender; (v) words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings unless otherwise specifically provided; and (vi) the words “include” and “including” shall be deemed to be followed by the words “without limitation.”

## ARTICLE II

### TERM

1. Term of Contract. This Agreement shall be in effect from \_\_\_\_\_ and shall expire on \_\_\_\_\_ (the "Contract Term") unless terminated earlier pursuant to the terms hereof.
2. Options to Extend. At the election by the Town, the Agreement is subject to six (6) one month extension options for the Town.
3. Retainage for Repairs. The Town may, after the final completion of the Work, retain out of the moneys due the Contractor under this Agreement such sum of money as may, in the reasonable judgment of the Town, be required to cover the cost of any repairs or liquidated damages as may be provided herein. The balance of any sum retained for repairs shall be paid to the Contractor following the satisfactory completion of any repairs.

## ARTICLE III

### PERFORMANCE OF WORK AND TOWN OBLIGATIONS

1. Requirement to Perform. Contractor shall perform the Work as set forth in the Contract Documents hereto and shall perform all Work at the times and in the manner required by this Article III.
  - (a) During Contract Year 1 of the Contract Term \_\_\_\_\_ to \_\_\_\_\_ Contractor shall continue the existing rear-loader method and system of residential curbside waste collection. Contractor shall transition to an automated collection system and modified Pay-As-You-Throw ("PAYT") program as set forth in the Proposal, by October 1, 2024. , together with a modified Pay-As-You-Throw ("PAYT") program as set forth in the Proposal.
2. Compensation.
  - (a) The Town shall pay Contractor as full compensation for the performance of the Work a lump sum in the amount of \_\_\_\_\_. The Contractor shall be paid in equal installments monthly throughout the term of the Contract and for any monthly extension of the contract term.
  - (b) There shall be no other costs or charges for any work performed under this Contract.
  - (e) Acceptance of Final Payment Constitutes Release. The acceptance by the Contractor of final payment by the Town at the end of the Term shall be and shall operate as a release to the Town of all claims and all liability to the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the Town and others relating to or arising out of the Work, except those which Contractor notifies the Town in writing within 90 days of the end of the Term. Any such notice shall state particularly and specifically any such claims. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Agreement or the Performance and Payment Bond.

3. Authorized Activities. Contractor shall perform only those activities (the “Authorized Activities”) necessary to perform the Work, including:

(a) Pickup and Management of Refuse.

i. Contractor shall provide all residents will be provided with a minimum of two rolling carts; one being 96-gallon in size and shall be for containing MSW and the other cart shall be 65-gallon in size and shall be for Recyclables. The carts for MSW and Recyclables shall be of different colors, be wheeled, and shall have a unique identification number imprinted on the side of each container for tracking purposes. The carts shall be at all times owned by the Contractor. Contractor will provide weekly collection of MSW from every eligible residential dwelling unit in the Town, which schedule shall be approved by the Town and may be modified by the Town in its sole discretion. Contractor and Town to coordinate on eligible residential dwellings, including start and stops of dwellings. The hours of operation for collection shall be between 6:30 a.m. and 5:30 pm.

ii. Contractor shall pickup, collect and transfer Refuse to the [**name of disposal facility**], Contractor shall not transfer such Refuse wastes to any other facility absent the prior approval of the Town, which shall not be unreasonably withheld.

(b) Pickup and Management of Recyclables. The Contractor shall on a bi-weekly basis collect all Recyclables properly set out for recycling, which schedule shall be approved by the Town and may be modified by the Town in its sole discretion. The hours of operation for collection shall be between 6:30 a.m. and 5:30 p.m. Contractor shall deliver Recyclables to [**name of recycling facility**] unless another recycling processor is approved by the Town. If the Town determines that the Recyclable are not being recycled, the Town reserves the right to require the Contractor to deliver the Recyclables to a different location. The Contractor shall be responsible for assuring that material delivered to the recycling processing facility meets the processing facility specifications. Contractor shall leave a brightly colored card or sticker, provided by the Contractor, in any recycling container, which contains non-acceptable materials, stating the reason the non-acceptable materials were not collected as Recyclables.

(c) Contractor’s Obligations Relating to the Work. (i) The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the directions of the Town as given from time to time during the progress of the Work.

(ii) The Contractor shall receive title to all Refuse and Recyclables as provided for in this Agreement upon its collection at the residential curbside. The Town shall not be considered the generator of any such waste for any purpose. Contractor shall use due care not to pick up Unacceptable Waste, and title to and liability for any such waste shall at no time pass to Contractor if not picked up by Contractor.

(iii) The Contractor shall obtain and pay for all federal, state, and local government licenses and permits necessary for collecting, transporting, and marketing Recycling materials and/or collecting, transporting, and disposing of Refuse.

(iv) In any event that the Town is sued or becomes subject to administrative action because the Contractor has failed to properly transport, process or dispose of the Town's Refuse and Recyclables, full restitution will be made to the Town for all expenses, fees, fines or other costs or charges incurred.

(v) The Work shall be prosecuted by Contractor regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified in the Contract Documents. It is expressly understood and agreed, by and between the Contractor and the Town, that the time for the completion of the work described therein is a reasonable time for the completion of the same; the only exception being that the Work may be suspended due to hazardous-weather related conditions. In the event of an interruptions due to weather conditions, the provisions of the RFP specify the actions to be taken by Contractor.

(vi) If the Contractor is habitually (more than one occasion per month, or at the discretion of the Town) collecting waste outside of the hours of operation, the Town may order the Contractor to increase the number of vehicles such that all such waste may be collected within the authorized hours of operation at no additional cost to the Town. If upon receipt of such order, the Contractor fails to comply with such order within ten (10) days, or fails to respond with adequate reason why the increase is not necessary, such failure shall constitute an Event of Default as provided herein, and the Contractor shall forfeit in the form of liquidated damages as set forth in Section V.8 hereof for each day that the Contractor fails to comply with such order, and said penalty shall be imposed for each additional truck ordered by the Towns but not placed in service by the Contractor.

(d) Compliance with Law.

(i) The Contractor shall observe, comply with, and be subject to all terms, conditions, provisions, requirements, and limitations of the Contract Documents and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Town.

(ii) At all times hereunder Contractor shall comply with all federal, state, and local laws, codes, ordinances, orders, rules and regulations having jurisdiction over Contractor in any way, and those applicable to the Work pursuant to this Agreement, including the collection and transportation of solid waste, including but not limited to those laws currently enacted and regulations currently promulgated, relating or pertaining to the Work, including the collection, transportation and disposal of Refuse and Recyclables. The Contractor shall obtain and maintain all necessary licenses, permits, and approvals required for the performance of the Work.

(iii) The Contractor shall keep fully informed of all federal, State and local laws, and municipal ordinances and regulations in any manner affecting those engaged or employed in the Work, or the materials used in the Work, or in any way affecting the conduct of the Work and of all such orders and decrees or bodies or tribunals having any jurisdiction or authority over the same.

(iv) If any discrepancy or inconsistency is discovered in the Contract Documents or in this Agreement for this work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the Town in writing. Contractor shall at all times himself observe and comply with, and shall cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees and shall protect and indemnify the Town and its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees as set forth in this Agreement. Any additional cost caused by non-compliance to any applicable federal, state law or regulation shall be borne solely by the Contractor.

(v) Protection of Lives and Health. In order to protect the lives and health of his employees under this contract, the Contractor shall comply with the United States Department of Labor Occupational Safety and Health Act and all amendments thereto, all state regulations, and pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Agreement. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his its trucks, equipment, plant, appliances, and methods, and for any damage which may result from their failure or their improper construction maintenance, or operation.

(vi) Notices of Violations, Orders, Letters of Non-Compliance and Complaints. Contractor shall promptly notify the Town if it receives any notices of violations, orders, letters of non-compliance, complaints, suits, or actions of any kind ("Notice") that would have a material impact on Contractor's performance of the Work and its standing to do business in the State of Connecticut. Any such Notice shall be resolved as expeditiously as possible such that the Work proceeds without interruption.

#### **ARTICLE IV** **CERTAIN REPRESENTATIONS AND WARRANTIES**

1. Contractor Representations. Contractor hereby represents and warrants to Town that as of the Effective Date:

- (a) Contractor is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of Connecticut. Contractor is qualified to do business in the State of Connecticut. Contractor's Connecticut taxpayer identification number is \_\_\_\_\_ .
- (b) The execution and delivery of this Agreement by Contractor and its performance hereunder (i) has been duly authorized by all requisite action, (ii) will not require any approval by any Governmental Authority and (iii) will not violate any provision of Applicable Law or any indenture, agreement or other instrument to which Contractor is a party or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute a default thereunder or a Lien on any property of Contractor.
- (c) This Agreement constitutes the legal, valid, and binding obligation of Contractor and is enforceable against Contractor in accordance with its terms.

- (d) All documents, information and materials provided to Town by or on behalf of Contractor (including the Proposal) were on the date provided, true and correct in all material respects to the best of Contractor's knowledge.
- (e) There is no action, suit or proceeding involving Contractor, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect Contractor's businesses, operations, assets, properties, or financial stability, or the ability of Contractor to perform fully its obligations under and as contemplated by this Agreement.
- (f) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against Contractor that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Contractor's ability to perform fully the Work.
- (g) Under the penalties of perjury Contractor submitted its Proposal in good faith and without collusion or fraud with any other Person. This Agreement has been entered into by Contractor without fraud or collusion by Contractor.
- (h) This Agreement has been entered into by Contractor following its own independent investigation, examination and due diligence with respect to the subject matter hereof without any representation or warranty (whether express or implied, in fact or in law) by or on behalf of the Town except as otherwise specifically provided herein.
- (i) Under penalties of perjury, the Contractor has filed all State tax returns and has paid all State taxes required under law. Contractor has paid all applicable workers' compensation and second injury fund assessments concerning all previous work done by Contractor in the State of Connecticut.
- (j) Contractor has substantial expertise and experience in the conduct and maintenance of pickup, hauling and transfer operations as contemplated hereunder, and it is fully qualified to perform the Work in accordance with the terms of this Agreement.
- (k) The Designated Facilities have sufficient capacity for the delivery of the Refuse and Recyclables under this Agreement for the entire Term and Contractor shall, during the Term of this Agreement, maintain and request sufficient capacity at the Designated Facilities for all such materials transported and delivered under this Agreement.
- (l) Contractor either has full ownership of the vehicles and trailers to be used in the provision of Work or has enforceable rights to use the vehicles and trailers, including any rights that may exist under a lease or other operational agreement with the owner of such vehicles and trailers, for the continued use of the vehicle and trailers through the Term of this Agreement. As the owner or operator or both, Contractor has full Governmental Authority approval and permits for the lawful operation of the

vehicles and trailers and shall continue to maintain such Governmental Authority approvals and permits through the Term of this Agreement.

2. Town Representations. The Town hereby represents and warrants to Contractor that as of the Effective Date:

- (a) The Town has the full power and authority to execute and deliver this Agreement and perform any and all of its obligations hereunder.
- (b) The execution and delivery of this Agreement by the Town and its performance hereunder (i) have been duly authorized by all requisite action, (ii) will not require any Governmental Authority approval, and (iii) will not violate any provision of applicable law.
- (c) This Agreement constitutes the legal, valid and binding obligation of the Town and is enforceable against the Town in accordance with its terms.
- (d) The Town is authorized (i) to enter into this Agreement; (ii) to pay the fees and charges established by this Agreement; and (iii) to obligate itself to annually budget sufficient funds for the payment of such fees and charges that are obligations specifically assigned to the Town under the Contract Documents.
- (e) All documents, information and materials provided to Contractor by or on behalf of the Town (including the RFP) were on the date provided, true and correct in all material respects to the best of the Town's knowledge.
- (f) There is no action, suit or proceeding involving the Town, or no existing events or circumstances that could, individually or collectively, reasonably be expected to materially adversely affect the ability of the Town to perform fully its obligations under and as contemplated by this Agreement.
- (g) There is no claim, action, suit, arbitration, mediation or proceeding at law or in equity, or before or by any Governmental Authority that is pending against the Town that could reasonably be expected to have a material adverse effect (i) on the transactions contemplated by this Agreement; (ii) the validity or enforceability of this Agreement; or (iii) Town's ability to perform fully the under the Agreement.

## ARTICLE V

### LIMITATION ON LIABILITIES, INDEMNIFICATION, INSURANCE & DAMAGES

1. LIABILITY OF THE TOWN FOR SERVICES. The Town's liability hereunder to Contractor for services under this Agreement shall be to make all payments when they shall become due, and the Town shall be under no further obligation or liability. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official, officers, agents, or employees of the Town, or any of their successors in office, personally liable for any obligation under this Agreement. Nothing herein shall release or relieve the Town from liability for the negligent or intentional actions of the Town or for breach of this Agreement to the extent such liability is authorized by law.

2. The Contractor acknowledges and agrees that it is acting as an independent contractor for all work and services rendered pursuant to this Agreement and shall not be considered an employee or agent of the Town for any purpose. The Contractor shall compensate the Town for all damages to the Town's property or the property of any of the Town residents of any nature arising out of the Contractor's Work
3. Neither the TOWN's review, approval or acceptance of, nor payment for any of the items and/or services provided as the Work shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.
4. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold the Town and its respective public and appointed officials, employees, servants, representatives, agents, successors and assigns (collectively, the "Town Indemnified Parties") from and against any and all liabilities, penalties, fines, violations, sanctions, damages, losses, settlements, orders, decrees, liens, debts, charges, executions, interest, personal injuries, costs and expenses, including attorneys' and other professionals' fees and court costs (collectively, "Costs") arising directly or indirectly in connection with any and all Third Party (including employees of Contractor and the Town) suits, claims, actions and causes of action, fees, damages, administrative proceedings, losses, obligations, penalties, assertions, judgments, inquiries, demands, investigations and proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising directly or indirectly from: (i) any misrepresentation or breach of any representation or warranty herein by Contractor; (ii) acts of negligent commission or omission by Contractor with respect to the performance of its obligations hereunder; (iii) any other breach of this Agreement by Contractor; (iv) any act of negligent commission or omission by Contractor with respect to oversight and management of any of the Work performed in this Agreement; (v) any environmental contamination, pollution or condition caused by Contractor, including but not limited to the unlawful disposal of Refuse, Recyclables or any wastes that causes or contributes to pollution of the soil, surface waters or groundwater; (vi) any act by Contractor that gives rise to a claim of liability against the Town arising out of or from the Work; (vii) anything which Contractor is required to furnish under this Agreement and (viii) for or on account of any injuries to persons or damage to property or nuisances or trespasses, and specifically including death, arising out of or in consequence of the acts of the Contractor in the performance of the work covered by the Agreement, whether by the Contractor or his agents, employees, or subcontractors, and whether or not such claims, demands, suits, or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings. Contractor shall use counsel reasonably acceptable to the Town in performing its obligations under this Article IV. Notwithstanding anything herein to the contrary, in no event shall Contractor indemnify or hold harmless the Town from liability for claims arising to the extent due to the negligent or intentional actions of the Town or for the Town's breach of this Agreement.

The Contractor agrees to hold the Surety and the Town harmless from all and any claims, liens, demands or bills for labor and/or materials furnished or delivered in the performance of this Contract, and agrees to indemnify the Surety and the Town against all loss, damage or cost, legal or otherwise, ensuing from the same.

5. INSURANCE AND WORKMAN'S COMPENSATION.

- A. The Contractor shall obtain and maintain in full force and effect during the term of this Agreement the insurance coverage in companies licensed to do business in the State of Connecticut, and acceptable to the TOWN, as set forth below:

**Commercial General Liability**

Bodily Injury Liability \$1,000,000 per occurrence

Property Damage Liability \$1,000,000 per occurrence

**Automobile Liability**

\$1,000,000 Bodily Injury per Occurrence

\$1,000,000 Property Damage per Occurrence

\$1,000,000 Combined Single Limit

**Workers' Compensation Insurance**

Coverage for all employees in accordance with Connecticut requirements with employer's liability limit of \$1,000,000

**Owners Protective Liability**

A \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and the Firm's Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows: The Town of Hebron and its respective officers, agents, and servants.

**Professional Liability Insurance (Errors and Omissions)**

Minimum Coverage \$5,000,000 per occurrence

- B. All policies shall identify the Town as an additional insured (except Workers' Compensation) and shall provide that the Town shall receive written notification at least thirty (30) days prior to the effective date of any amendment or cancellation. Certificates evidencing all such coverages shall be provided to the Town upon the execution of this Agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. Except for claims due to the negligence of the Town or its employees, the Contractor shall make no claims against the Town or its officers for any injury to any of his officers or employees or for damage to his trucks or equipment arising out of work contemplated by this contract. The certificate of insurance shall be delivered to the Town at least fifty (50) days prior to July 1 of each year that this Contract is in force and effect. Failure to provide or to continue in force such

insurance shall be deemed a material breach of this Agreement and shall be grounds for immediate termination.

- C. All insurance required by this Agreement shall be obtained from insurance companies that are duly licensed or authorized in the State of Connecticut to issue insurance policies for the limits and coverages so required. The Town shall be named as an additionally insured party on all comprehensive, general liability and automobile policy certificates. All insurance maintained by Contractor shall be primary and noncontributory and shall not be in excess of any other insurance. Any insurance maintained by the Town shall be in excess of any and all insurance maintained by the Contractor and shall not contribute to it.
6. BONDS. The Contractor shall furnish and maintain continuously for the Term of this Agreement, a bond in a form approved by the Town and, with a surety company licensed with and authorized to do business in the State of Connecticut conditioned upon the Contractor fully performing all obligations under this Agreement in performance of the Work and making full payment for all labor performed or furnished in performance of the Work. The bond shall be in an amount equal to 100% of the annual amount of this Agreement. The bond shall be delivered to the Town at the time of execution of the Agreement. Contractors' failure to comply with the performance bond requirements hereunder shall be a material breach and shall be cause to terminate this Agreement.
7. SUSPENSION OF WORK. Should the Town be prevented or enjoined from proceeding with Work either before or after the start of performance of this Agreement by reason of any litigation or other reason beyond the control of the Town, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the Work will be extended to such reasonable time as the Town may determine will compensate for time lost by such delay with such determination to set forth in writing.
8. PAYMENT FOR DAMAGES. The Contractor shall pay to the Town all expenses, losses and damages as reasonably determined by the Town, incurred in consequences of any misfeasance, omission or mistake of the Contractor or his employees or the making good thereof and it is further agreed that damage to the Town will result from a failure by the Contractor to collect Refuse, Recyclables from each residence, clean up spilled materials, maintain clean vehicles, or furnish a collection and disposal schedule, therefore, the Contractor agrees to pay and the Town agrees to accept the following amounts as liquidated damages:
- (a) Failure to clean up spilled Refuse or Recyclables - \$100.00 each instance.
  - (b) Failure to clean vehicle or conveyances - \$100.00 each instance
  - (c) Failure or neglect to collect material placed at curbside before daily collection time as provided by this Proposal within twenty-four hours of that collection time - \$100.00 each failure or neglect.
  - (d) The Contractor shall be responsible for any damage to private property caused by their agents or vehicles. In cases where the Contractor's liability for damage to private property is in doubt, the decision of the Town shall be held to be the final

decision. If the Contractor does not replace or repair any damage to private property caused by its agents or vehicles within ten (10) days of its receipt of a written notification of its liability from the Town, the Town shall cause the damaged property to be repaired or replaced and shall deduct the cost of such repair or replacement from a subsequent monthly payment due the Contractor.

All damages referred to in this section may be deducted by the Town from any payment then or thereafter due to the Contractor. Such damages are not a limitation on any claim for damages that the Town may have arising under statutory or common law for soil, environmental or other contamination resulting from the acts identified above.

## **ARTICLE VI** **ASSIGNMENTS & SUBCONTRACTORS**

### 1. Assignments.

(a) The Contractor shall give its personal attention constantly to the faithful prosecution of the Work, shall keep the same under its corporate control, and shall not Transfer, assign, subcontract, lease, license, franchise or by other contractual arrangement. Transfer or sublet the work or any part thereof without the prior written consent of the Town. Any Transfer, subcontract, lease, license, franchise, or other contractual arrangement made in violation of the Contract shall be void *ab initio* and be of no force or effect. Contractor shall not either legally or equitably assign any of the moneys payable under the Contract, unless by and with the written consent of the Town and Contractor shall not be entitled to grant any mortgage with respect to the Contractor's interest in this Contract or collaterally assign or securitize this Contract. For purpose of this section, "Transfer" means, whether by operation of law or otherwise, whether voluntary or involuntary any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer of all or any part of this Contract, or of any legal, beneficial, or equitable interest or estate in such Contract or any part of it (including the grant of any lien or other encumbrance).

(b) In the event, the Contractor merges, consolidates, or reorganizes with or into, or sells all or substantially all of its assets to, another Person, Contractor shall notify the Town. Any such merger, consolidation, reorganization, or sale shall recognize the existence of this Agreement, and it shall continue in full force and effect through its Term.

### 2. Subcontractors. Contractor shall notify the Town of any subcontractors and Contractor shall remain responsible for the acts and omissions of its subcontractors, if any, and of all persons directly or indirectly employed by Contractor in connection with the Work. To the extent that the Contractor retains any subcontractor, the subcontractor shall meet the requirements of insurance coverage for this Agreement.

**ARTICLE VII**  
**RECORDS, INSPECTIONS & AUDITS**

1. **REPORTS, RECORDS, AND DATA.** Contractor shall maintain at **[insert address]** accurate and complete reports, records and data and logs to reflect and document the Work performed under the terms of this Agreement and the obligations of Contractor. The Contractor shall submit to the Town such records and schedules of Refuse and Recyclables tonnages, quantities and costs, progress schedules, payrolls, reports estimates, records, and other data as the Town may request concerning the Work performed or to be performed under this Agreement as may be requested by the Town. Notwithstanding the preceding sentence, the Contractor shall submit to the Town a monthly report of tonnages for Refuse and Recyclables, all (by material) and Contractor shall immediately furnish to the Town full and complete written reports of its operation under this Agreement in such detail and with such information as the Town may request.
2. **INSPECTIONS.** Contractor shall make such records available to the Town for inspection and audit with reasonable advance notice. The Town shall have the right at any time to inspect the work of the Contractor and any of its subcontractors, including the right to enter upon any property owned or occupied by Contractor or its subcontractor, as may be applicable, whether situated within or beyond the limits of the Town.
3. **AUDITS.** To the extent the Town commences an audit of the services, invoices and Work performed under this Agreement, including but not limited to ascertaining the Commodity Share set forth in Article III.3(b), Contractor shall permit the Town or its auditors to conduct a review of Contractor's recommendations, data and reports and pricing, including the pricing and contracts it has with the Recycling Processing Facility.

**ARTICLE VIII**  
**EVENT OF DEFAULT; TERMINATION**

1. **Definition of Event of Default.** The following events shall constitute an "Event of Default":
  - (a) Any conveyance, assignment, sale, or Transfer in violation of Article VI of this Agreement.
  - (b) If any warranty or representation of Contractor in this Agreement or in any certificate or document executed and delivered by Contractor in its Proposal or in connection with this Agreement shall be untrue in any material respect as of the Effective Date.
  - (c) Contractor shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for Contractor or of all or substantially all of Contractor's assets or properties, or institutes any proceeding for the dissolution or liquidation of Contractor; a case,

proceeding or other action shall be instituted against the Contractor, seeking the entry of an order for relief against Contractor, to adjudicate Contractor as bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against Contractor under the Bankruptcy Code or other present or future rule or regulation pertaining to bankruptcy, reorganization or insolvency, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for ninety (90) days, or within ninety (90) days after the appointment, without Contractor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for Contractor or for all or any substantial part of Contractor's assets and properties, such appointment shall not be vacated.

(d) The Contractor is negligently or incompetently performing the Work, or any part thereof, or failing to perform the Work in a timely fashion, or failing to perform the Work to the satisfaction of the Town, or by not complying with the direction of the Town or its agents, all as may or may not be repetitive offenses specified and certified in writing by the Town.

(e) The Contractor is not delivering the Refuse or Recyclables pursuant to the terms of this Agreement to the Designated Facilities.

(g) The Contractor is otherwise failing to perform any other material provision of this Agreement in accordance with all of its terms and provisions.

2. TOWN REMEDIES: TERMINATION FOR CAUSE

(a) If at any time during the term of this Agreement the Town determines that an Event of Default exists, the Town shall notify the Contractor in writing stating therein the nature of the alleged breach and directing the Contractor to cure such breach within ten (10) days. The Contractor specifically agrees that it shall indemnify and hold the Town harmless from any loss, damage, cost, charge, expense or claim arising out of or resulting from such breach, including all damages therefor, and attorneys' fees, regardless of its knowledge or authorization of the actions resulting in the breach. If the Contractor fails to cure said breach within ten (10) days, the Town may, at its election at any time after the expiration of said ten (10) days, terminate this Agreement for cause by giving written notice thereof to the Contractor ("Termination Notice") specifying the effective date of the termination ("Termination Date"). Upon receipt of said notice, the Contractor shall cease to incur additional expenses in connection with this Agreement unless otherwise required to continue to provide the Work to the Town until the Termination Date and as approved by the Town. If requested by the Town, the Contractor shall assist the Town to transition the Work to another service provider at no cost to the Town. Upon the Termination Date specified in said notice, this Agreement shall terminate. Such termination shall not prejudice or waive any rights or action which the Town may have against the Contractor up to the date of such termination, and the Contractor shall be liable to the Town for any amount which it may be required to pay in excess of the compensation provided herein, and attorneys' fees, in order to complete the Work specified herein in a timely manner. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the termination date, as reasonably determined by the Town; provided, however, that if the default relates to the provision of

Recycling services, the diversion of Recycling to another Recycling Processing Facility, or calculation of the Commodity Share pursuant to Article III.3(b), the Town shall not be obligated to make any further payments to Contractor.

(b) The termination of Contractor for cause shall not prejudice or waive any rights of action which the Town may have against the Contractor because of any default or failure in performance of this Contract up to the date of such termination, and any claims the Town may possess under statutory or common law, and the Contractor shall be liable to the Town for up to and including any amount authorized by the Connecticut General Statutes for fines, penalties and damages. For such completion of the Work, at the request of the Town, the Contractor's subcontractor contracts or contracts with the Designated Facilities shall be assigned to the Town, and the Town shall take possession of the premises.

All expenses charged under this article shall be deducted and paid by the Town out of any moneys then due or to become due the Contractor under this Agreement, or any part thereof; and in such accounting the Town shall not be held to obtain the lowest figures for the work of completing the Agreement or any part thereof or for insuring it's proper completion but all sums actually paid therefore shall be charged to the Contractor. In case the expenses, including the labor and equipment for the removal of Refuse and Recyclables so charged shall exceed the sums set forth in this Agreement, the Contractor shall pay the amount of the excess to the Town during the remainder of the period covered by the Agreement. Contractor shall also pay all Town attorney's fees to the Town in the event of a Termination for Cause.

(c) Neither the Towns review, approval or acceptance of, nor payment for any of the items and/or services provided shall be construed to operate as a waiver of any rights of the Town under the Agreement or any cause of action arising out of the performance of the Agreement.

(d) The Town Cure. The Town may cure an Event of Default (but this shall not obligate the Town to cure or attempt to cure an Event of Default or, after having commenced to cure or attempted to cure an Event of Default, to continue to do so); provided, however, that (A) the Town shall not incur any liability to Contractor for any act or omission of the Town or any other person in the course of remedying or attempting to remedy any Event of Default and (B) the Town's cure of any Contractor Default shall not affect the Town's rights against Contractor by reason of the Contractor Default, except where cure of the Contractor Default by the Town is in abrogation of the Contractor's right to cure as set forth in (a), and in that case, the Town may not terminate this Agreement for Default, but may look to the Contractor for reimbursement of its reasonable costs, charges and expenses required to cure, including any reasonable attorney's fees. The Town may notify the Contractor and its Surety, as reasonably determined in the best interest of the Town, by a written order with a copy mailed to the home office of the Surety of the Termination Notice.

(e) Bonds. Without waiving such Event of Default, the Town may, at its sole option but without any obligation so to do, notify and make demand upon or seek payment under any of the Bonds in accordance with the terms thereof. The right is reserved to the Town, at all times, to call upon Contractor's Surety to complete such work.

(f) New Agreement. The Town (i) may execute a new agreement for the Work, or any part or parts thereof, with one or more Persons in place of Contractor for the remainder of the Term, on such terms and conditions as the Town may determine in its discretion and (ii) without modifying or expanding Contractor's obligations, may make such alterations in the Work as the Town in its sole judgment considers advisable and necessary for the purpose of executing a new agreement; and the making of any such new agreement shall not operate or be construed to release Contractor from liability hereunder as aforesaid.

(g) Limitation of Liability. In no event shall either party hereto be liable to the other or obligated in any manner to pay to the other, except with respect to indemnification arising from third party claims for which one party is obligated to indemnify the other pursuant to the provisions of this Agreement, any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or nonperformance of its obligations under this Agreement.

(h) Receivership. Upon application therefor, obtain the appointment of a receiver to provide the Work.

(h) Other Remedies. The Town may pursue such other legal or equitable remedies and exercise such other rights, powers and remedies as may be available to the Town in its sole and absolute discretion, including self-help.

3. TERMINATION FOR CONVENIENCE. Exclusive of the Town's rights of termination pursuant to VIII.2, should the Town determine that their solid waste program is not viable, the Town shall advise the Contractor of this determination by written notice and that it wishes to meet to discuss alternatives. If the parties meet and are unable to come to a mutually acceptable alternative arrangement, the Town may subsequently terminate this Agreement with sixty (60) days' written notice.

Upon receipt of said notice, the Contractor shall cease to incur additional expenses, except as necessary to prevent an interruption in service in connection with this Agreement. Upon such termination, the Contractor shall be entitled to compensation for all satisfactory work completed prior to the effective termination date.

Notwithstanding termination as indicated above, if at any time during the balance of the Term, the Town should resume to offer a substantially similar solid waste program as that contracted for in this Agreement, the Contractor shall have the option to resume provision of services under this Agreement for the balance of the Term.

4. REMEDIES CUMULATIVE. The specific remedies to which the Town may resort under this Agreement, and all other rights and remedies of the Town now or hereafter existing by agreement, at law and/or in equity, are cumulative, and any two or more may be exercised at the same time. Nothing in this Agreement shall limit the right of The Town to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any law in effect at the time. In addition to other remedies provided in this Agreement, the Town shall be entitled, to the extent permitted by this Agreement or by applicable law, to injunctive relief, or to a decree compelling performance of any of the covenants, agreements, conditions or provisions of this Agreement, as to any other remedy allowed to the Town in this Agreement and/or at law or in equity it being acknowledged that damages may be an

inadequate remedy. Forbearance by the Town to enforce one more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such Event of Default.

5. The Town's Costs. If an Event of Default shall occur and not be cured within the cure periods set forth in Section VIII.2(a) above and the Town employs or engages attorneys or consultants in connection with the interpretation or enforcement of this Agreement or any provision hereof or the exercise of any of its rights or remedies hereunder as a result thereof, then Contractor shall reimburse the Town for all reasonable attorneys', consultants and expert witness fees, and all other reasonable expenses incurred by the Town as a result therefrom.

6. Survival of Certain Provisions. Upon Termination or expiration of this Agreement, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party; provided, however, that the following provisions shall survive the Termination or expiration of this Agreement except as otherwise provided herein: (a) any and all indemnity and obligations of arising hereunder and under applicable Legal Requirements, (b) The Town's remedies following an Event of Default, (c) the provisions of this Article XVIII and (d) any other provisions hereof which expressly provide that such provision survives the expiration or earlier Termination of this Agreement.

## **ARTICLE IX** **GENERAL PROVISIONS**

1. ROYALTIES AND PATENTS. The Contractor shall pay all applicable royalties and license fees, if any. In addition, the Contractor hereby represents that it is duly authorized to use any process or other intellectual property rights held by third parties in the performance of this Agreement, it shall defend all suits or claims for infringement of any patent or other intellectual property rights.

2. SUCCESSOR AND ASSIGNS. Subject to any provision of this Agreement that may prohibit or restrict assignment of any rights hereunder, this Agreement shall bind and inure to the benefit of the respective permitted successors, assigns and representatives of the parties hereto.

3. RULES OF CONSTRUCTION. The Town and Contractor acknowledge and agree that (a) each party and its counsel has reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision, (b) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement and (c) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement. The RFP, Proposal, Exhibits and Schedules attached hereto, are incorporated herein and made a part of this Agreement. The titles and headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation hereof. Each party shall bear its own expenses in connection with the negotiation, execution, and performance of this Agreement except as otherwise expressly provided hereunder.

4. NO PARTNERSHIP OR AGENCY. In no event shall the Town be considered a partner or joint ventures with Contractor by virtue of this Agreement. Nothing herein shall make the Town in any way liable or responsible for any debts, obligations, or losses of Contractor. Further, nothing contained in this Agreement shall constitute or be deemed to constitute the Contractor to be an agent of the City.

5. NO WAIVER. Failure on the part of either party to complain of or take any action or non-action on the part of the other party, no matter how long the same may continue, shall not be construed to be a waiver by such party of any of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by such party shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of any party requiring such consent or approval shall not be construed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act by the other party.
6. NO ACCORD AND SATISFACTION. No payment by the Contractor, or acceptance by the Town, of a lesser amount than shall be due from the Contractor to the Town shall be treated otherwise than as a payment on account of the earliest installment of any payment due from Contractor under the provisions hereof. The acceptance by the Town of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Town may accept such check without prejudice to any other rights or remedies which the Town may have against the Contractor.
7. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated unless the deletion of such provision would result in such a material change so as to deprive either party of the intended benefits of the Agreement.
8. DELIVERY OF ITEMS TO THE TOWN. By accepting delivery of any item furnished by Contractor hereunder, including any documents or certifications, the Town shall not be deemed to have warranted, consented to or affirmed the sufficiency, legality, effectiveness or legal effect of same or of any provision thereof, and such acceptance shall not be or constitute any warranty, consent or affirmation with respect thereto by the Town.
9. WAIVER; MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.
10. FURTHER ASSURANCES. Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this Agreement.
11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.
12. NOTICE. Any notice required to be given hereunder shall be in writing and may be sent by electronic mail to the persons and email addresses listed below, with a copy to follow via U.S. Mail. Each party shall have the right to change its address for the receipt of notices, upon the giving of proper notice to all other parties hereto.

Contractor:

With a copy to:

Town of Hebron:

Town Manager  
Town of Hebron  
15 Gilead Street  
Hebron, Connecticut

Any such notice or correspondence shall be deemed given when so delivered by hand, by email upon evidence of the receipt by the named recipient, and if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

13. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, exclusive of conflict of law's provisions, and the Contractor submits to the jurisdiction of any the appropriate courts in the State of Connecticut for the adjudication of disputes arising out of this Agreement.

14. FORCE MAJEURE.

(a) Delays and Remedies.

1. If any event of Force Majeure occurs which, through no fault of the Contractor, delays or will delay performance required by this Contract, which event was: (i) beyond control of the Contractor, its agents, employees and subcontractors, and (ii) could not have been prevented or avoided by the exercise of due care, foresight, or due diligence on the part of the Contractor, its agents, employees and subcontractors, the Contractor shall immediately notify the Town of the delay in writing, and in such writing the Contractor shall explain, in reasonable detail, the cause of the delay and the steps or measures intended to be taken to prevent or minimize the delay, including a timetable by which the Contractor intends to implement such steps or measures. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than necessary to deal with such Force Majeure Event. The excused Party shall use commercially reasonable efforts to remedy any inability to perform its obligations hereunder as the result of the Force Majeure Event. The Contractor shall implement such steps or measures as are approved by the Town to avoid or minimize any delay. The Town's approval or failure to approve any measures or steps relieve the Contractor of its responsibilities under this Agreement.

2. Except for all accrued payment obligations of each Party, each Party shall be excused from performance and will not be considered to be in default in respect to any obligation hereunder if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. Strikes, work stoppages, secondary boycotts or walkouts shall not be a Force Majeure Event if such action is due to: (a) Contractor's breach of its labor agreement with any collective bargaining

representative of its employees engaged in such actions; (b) Contractor's lack of good faith or maintenance of an unreasonable economic position in negotiating with any collective bargaining representative of the unit employees engaged in such actions; (c) Contractor's willful disregard in the context of labor negotiations of its obligations under this Agreement with the intent or effect of hindering, interfering with, or otherwise adversely affecting this Agreement; or (d) any lack of cooperation or resistance on the part of the owners and operators of the Designated Facilities.

(b) Extension of Remedy

If the Contractor notifies the Town of the occurrence of an event of Force Majeure which delays or will delay performance of the work under this Contract, and if the Contractor otherwise complies with the requirements of this Article, Paragraph A above, and if the Town reasonably determines in its sole discretion that the delay has been or will be caused by circumstances beyond the control and without the fault of the Contractor, its agents, employees and subcontractors, and cannot or could not have been overcome by the exercise of due diligence, due care or foresight, subject to the Contractor's right to hearing and determination by Town Administrator. The Town shall extend the time for performance hereunder for a period of time equal to the length of the delay.

(c) Cost Increases

Unanticipated or increased costs or expenses associated with the implementation of the Work required under this Agreement, including any changes in economic or market specifications or market conditions affecting the sale of Recyclables, through an event of Force Majeure or other changed financial circumstances shall not, for the performance of the Work required by this Agreement, be considered beyond the control and without the fault of the Contractor. Such increases in costs and expenses are not a Force Majeure event.

(d) Labor Strikes

If delays are caused by a strike or other labor unrest of the Contractor's employees, the Contractor shall diligently and in good faith take all action necessary in order to resume operations and may seek judicial relief in order to resume operation. The Contractor shall during any such period keep the appropriate Town official duly notified of all such actions, if the Town so desires, but this right of the Town shall not create any obligation of the Town to participate or intervene, and nor shall any participation or intervention relieve Contractor of its obligations under this Paragraph. In the event of strike or other work stoppage, subject to the Town's approval which shall not be unreasonably withheld, the Contractor will provide substitute employees or collection service without additional cost to the Town.

(e) Changes in Law

The Parties acknowledge that changes in law promulgated or decided by a Governmental Authority may occur during the pendency of this Agreement. In the event that the change in law presents a material change in the Refuse and Recyclables to be delivered by the Town and collected and disposed of by the Contractor, the party asserting that such change in law has a material effect on this Agreement shall provide notice to the other party within fifteen (15) days of when the party seeks to assert an amendment to this Agreement pursuant to a change in law.

The Parties will engage in good faith negotiations to determine whether such change in law by the Governmental Authority has a material impact on this Agreement and, if such determination is made, to amend this Agreement to reflect such change in law. Contractor understands that the Town may not authorize such an amendment absent approval by the applicable Town Board(s) or may not be in a position to amend this Agreement, modify the pricing schedule and make any revised payments until the next Operating Year following any claim of a change in law that is acknowledged by Town staff. If the change in law has no impact on the pricing schedule and payment schedule, the Town may consider and submit such amendment to the appropriate Town officials at any time. No amendment shall be executed by the Town arising from any increases in costs associated with a change in law if alternatives exist, which alternatives shall be presented to the Town by Contractor. Any amendments to this Agreement that inure to the benefit of the Town that results from a change in law by a Governmental Authority shall occur at any time.

15. ENTIRE AGREEMENT.

(a) This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations, and representations, either written or oral, except as herein specified. To the extent that any term of Work is set forth in the RFP and accepted or not objected to in the Proposal (Exhibit 2) and otherwise not repeated or recited herein, such RFP term as set forth in Exhibit 1 is included herein as an integral part of this Agreement as if it is fully set forth and its terms shall be fully enforceable by the Town in this Agreement. Any conflicts between and among the RFP, the Proposal and this Agreement shall be resolved by reference to this Agreement first, the RFP second, and the Proposal third.

(b) This Agreement shall not be modified or amended except by a written document executed by the parties hereto. No amendments or modifications of this Agreement shall be valid unless in writing and executed by duly authorized representatives of the parties.

(c) CLAIMS FOR EXTRA COST. No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order approved by the Town and in accordance with this Agreement, as aforesaid. To receive payment for any such approved written order, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Town, give the Town access to accounts relating thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Town of Hebron

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

Andrew J. Tierney  
Its Town Manager

Contractor

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