

TRANSFER STATION REFUSE HAULING AGREEMENT

This Transfer Station Refuse Hauling Agreement (the "Agreement") is entered into the 23rd day of June 2011 by and between the Town of Canton, a political subdivision of the State of Connecticut (the "Town") and All Waste, Inc., a Connecticut corporation located at 143 Murphy Road, Hartford, CT 06114 (the "Contractor").

WHEREAS, the Town has a need for a contractor to furnish containers, compaction equipment, and transport of various items collected at the Town of Canton Transfer Station (the "Work") located on Ramp Road in Canton, Connecticut (the "Premises") to various designated disposal facilities; and

WHEREAS, Contractor submitted a proposal to the Town on March 31, 2011, for the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal Agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents (as set forth below). The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
2. Duties. Contractor shall perform the Work described in the Contract Documents except for any work that is specifically prescribed in the Invitation to Bid to be the responsibility of another person. Contractor shall furnish all labor, equipment, trucks, materials, facilities, supplies, transport, and any other things necessary to carry out the terms of the Scope of Services.
3. Permits and Standards. Contractor shall, at its own expense, obtain all required permits and agreements from the Town, federal, state or other governmental authority for performance of the Work in accordance with the standards prescribed by the federal Environmental Protection Agency, the Occupational Safety and Health Administration, NIOSH, the Department of Environmental Protection of the State of Connecticut and any other federal, state or local government laws and regulations. In the event of a conflict or overlap of any such laws or regulations, the most stringent provisions shall be applicable.
4. Compliance with Laws. Contractor shall comply with all federal, state and local laws and regulations and applicable permits governing the Work whether or not such laws and regulations are fully and properly included as part of this Agreement.
5. Term. The term of this Agreement shall commence on July 1, 2011 and be in effect until June 30, 2016. The agreement may be extended upon mutual consent of the Town and the Contractor.
6. Payment. The Town will pay the Contractor in accordance with the Contract Documents. Payment will be made by the Town monthly within 30 days of receipt of invoice for services rendered.
7. Insurance. The Contractor shall carry and keep in force during the term of this Agreement insurance as more specifically described in the Contract Documents by a company

or companies authorized to do business in Connecticut. The Company shall provide certificates of insurance and endorsements or insurance policies specifying such coverage and naming the Town and its officers, agents, employees and volunteers as additional insured prior to the start of the Work and on an annual basis. In the event of any conflict between the insurance requirements set forth below and insurance requirements set forth in other Contract Documents, the requirements in this Agreement shall control.

The Contractor shall provide the following coverages and minimum limits of insurance:

1) Worker's Compensation Insurance:
Statutory Coverage

Employer's Liability

\$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee

2) Commercial General Liability:

Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.

Limits of Liability for Bodily Injury and Property Damage

Each Occurrence \$1,000,000

Aggregate \$2,000,000

3) Automobile Insurance:

Including all owned, hired, borrowed and non-owned vehicles and pollution

Limit of Liability for Bodily Injury and Property Damage:

Per Accident \$1,000,000

4) Umbrella

Each Occurrence \$10,000,000

Aggregate Limit \$10,000,000

The Contractor and the Contractor's subcontractors, if any, shall cause the commercial liability coverage required by the Contract Documents to include (1) the Town and its officers, agents, volunteers and employees, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Town and its officers, agents, volunteers and employees as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Contractor shall, before commencement of its Work, submit to the Town evidence of the aforementioned requirements from itself and its subcontractors, if any, in the form of an additional insured endorsement or insurance policy acceptable to the Town. Failure by the Contractor to provide the endorsements required in this section shall entitle the Town to withhold payment from the Contractor then due or to become due until such time as the endorsements or policies are provided. The insurance (both primary and umbrella coverages) of the Contractor and the Contractor's subcontractor's, if any, shall be primary to any insurance

that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The policies of insurance or endorsements as provided herein shall state that the insurance of the Contractor and the Contractor's subcontractor's, if any, (both primary and umbrella coverages) shall be primary to any insurance that may be available to the Town and its officers, agents, employees and volunteers and any insurance available to the Town and its officers, agents, employees and volunteers is secondary and non-contributory. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with thirty (30) days advance notice of cancellation. The Contractor and the Contractor's subcontractor's, if any, shall cause their insurers to directly provide the Town with ten (10) days advance notice of cancellation for non payment. The insurance obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

8. Liability. The Contractor agrees to assume full responsibility and liability for damage or injury to persons or real or tangible personal property caused directly or indirectly by the negligent or tortuous actions or inactions of the Contractor, its agents, employees or subcontractors with respect to the Work. The Contractor further agrees to assume full responsibility and liability for, and indemnify and defend the Town and its officers, agents, volunteers and employees against, the Contractor's failure to comply with any applicable federal, state or local law or regulation in the performance of Contractor's duties pursuant to the Contract Documents. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

9. Hold Harmless. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the performance of the Work by the Contractor by reason or liability imposed upon the Town and its officers, agents, volunteers and employees, for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons, (including employees of the Contractor), or on account of damage to property, including loss of use thereof, if such injuries or damages are caused by the negligence or breach of the Contract, the Contractor, its agents and employees or any other person or entity for whom the Contractor may be directly or indirectly liable or otherwise. The existence of insurance shall in no way limit the scope of this indemnification. The indemnification provision shall be separate and distinct from the insurance coverage provided to the Town and its officers, agents, volunteers and employees by the Contractor's and the Contractor's subcontractor's, if any, insurers. . The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement

10. Subcontractors. The Contractor shall not subcontract any portion of the Work without the express written consent of the Town, which consent shall not be unreasonably withheld. In all events, the Contractor shall remain responsible to the Town for the performance of the Work and shall be responsible for the acts and omissions of its subcontractors, if any, or any other person or entity whom the Contractor is directly or indirectly liable.

11. Contract Documents. The Contract Documents include, without limitation, the following:

- (i) The Agreement
- (ii) The Town's Invitation for Bid and all attachments thereto
- (iii) The Contractor Bid Form and all attachments thereto
- (iii) Any modifications issued after the execution of this Agreement; and

12. No Assignment. The Contractor shall not subcontract, transfer or assign its obligations under the Contract Documents or any portion thereof without the prior written consent of the Town, which consent shall not be unreasonably withheld.

13. Termination. If the Contractor fails to perform this Agreement in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Agreement in default and, therefore, terminated. Provided, however, that the Town shall provide the Contractor with a written notice of default and opportunity to cure the default. In the event the Contractor fails to commence and diligently maintain a cure of the default within five (5) calendar days or such shorter period if required by any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction after such notice, the Town may terminate this Agreement without further notice. In all events, if any applicable federal, state and local laws and regulations and applicable permits governing the Work or authorities with jurisdiction require the default to be cured by a date certain and the Contractor fails to do so, the Owner may terminate this Agreement without further notice to the Contractor. In either event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new Agreement Price over the Agreement Price herein provided for, both pro-rated to the period of time covered by the unexpired term of the Agreement at the time of default, plus any legal or other costs incurred by the Town in terminating the Agreement and securing a new contractor.

14. Contractor Personnel Must Be Authorized to Work. The Contractor confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Agreement are authorized for employment in the United States. The Contractor further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The Contractor agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the Contractor are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the Contractor. The Contractor agrees to indemnify, defend and hold the Town harmless against any claims brought against the Contractor or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorneys' fees and costs.

15. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Services shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Agreement price, subject to review and acceptance by the Town. Any other changes or amendments to the terms of this Agreement and the other Contract Documents may be made only by a written document referencing this Agreement and executed by both parties.

16. Connecticut Law and Courts. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of the Agreement to the jurisdiction of any Connecticut state or federal court.

17. Compliance with Laws. The Contractor shall perform the Work in compliance with any and all applicable local, state and federal laws or regulations. The Contractor agrees to indemnify, defend and save harmless the Town and its officers, agents, volunteers and employees, from and against all loss or expense, (including costs and attorneys' fees), arising out of or resulting from the Contractor's failure to perform the Work in accordance with all applicable laws and regulations. The defense and indemnity obligations provided herein shall survive the termination and/or cancellation and/or full performance of this Agreement.

18. Execution. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

19. The Town's Agreement with the Connecticut Resources Recovery Authority or Other Entity. The Contractor shall comply with all terms and conditions set forth in the agreement between the Town and the Connecticut Resources Recovery Authority ("CRRA") dated September 16, 1982, attached hereto as Exhibit A, and subsequent agreements between the Town and CRRA or other entity, provided the terms of such agreement are not materially different from the current agreement, but only to the extent applicable to the Work provided in this Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

John C. Martin

Witness:

[Signature]

[Signature]

Witness:

Anna Boyle

THE TOWN OF CANTON

By [Signature]

Robert Skinner
Chief Administrative Officer

ALL WASTE, INC.

By [Signature]



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LT

DATE (MM/DD/YYYY)

05/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, Inc. 68 National Drive, Suite 2 Glastonbury, CT 06033-4314 Jaime P. Smith	860-652-3235	CONTACT NAME:		
	860-652-3236	PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		PRODUCER CUSTOMER ID #: ALLWA-3		
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED All Waste Inc. 143 Murphy Road Hartford, CT 06114	INSURER A : Continental Western Insurance		10804	
	INSURER B : Acadia Insurance Company		31325	
	INSURER C : St. Paul Fire & Marine		24767	
	INSURER D : American Insurance Company		21857	
	INSURER E :			
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	CPP0201476	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 300,000
	MED EXP (Any one person)						\$ 15,000
	PERSONAL & ADV INJURY						\$ 1,000,000
	GENERAL AGGREGATE						\$ 2,000,000
	PRODUCTS - COMP/OP AGG						\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Pollution	X	X	CAP0201477	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person)						\$
	BODILY INJURY (Per accident)						\$
	PROPERTY DAMAGE (Per accident)						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	CUA0201480	01/01/11	01/01/12	EACH OCCURRENCE \$ 10,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCA0201479	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT						\$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE						\$ 1,000,000
	E.L. DISEASE - POLICY LIMIT						\$ 1,000,000
C	Excess Liability			QI05700344	01/01/11	01/01/12	Limit 25,000,000
D	Excess Liability			SHX00073393175	01/01/11	01/01/12	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SEE NEXT PAGE

CERTIFICATE HOLDER

TOWNOFC

Town of Canton
4 Market Street, P. O. Box 168
Collinsville, CT 06022-0168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rimberley S. Connolly

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NOTEPAD:

HOLDER CODE TOWNOFC
INSURED'S NAME All Waste Inc.

ALLWA-3
OP ID: LT

PAGE 2
DATE 05/11/11

Town of Canton and its officers, employees, agents and volunteers are also included as additional insureds per policy forms.

Primary and Non-Contributory coverage is included for General Liability per policy forms.

TOWN OF CANTON, CONNECTICUT

**INVITATION TO BID FOR
SCRAP METAL RECYCLING SERVICES**

The Town of Canton, through its Chief Administrative Officer ("CAO"), is seeking bids for scrap metals generated by the Town through its recycling program. One (1) original and two (2) copies of sealed bids for the above-named Invitation must be received in the Office of the Chief Administrative Officer, Canton Town Hall, 2nd Floor, 4 Market Street Collinsville, CT by 3:00 PM local time on March 24, 2011, at which time all bids will be publicly opened in the second floor Conference Room of the Canton Town Hall. The Town of Canton will reject bids received after that date and time.

The Invitation to Bid package may be obtained in Room 202 of the Canton Town Hall during Town Hall office hours or at the Town's website, www.townofcantonct.org, under "Request for Proposals."

Bids will be held firm and may not be withdrawn for sixty (60) calendar days after bid opening.

The Town of Canton reserves the rights: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies in bid responses; and to award the bid that in its judgment will be in the Town's best interests.

This Invitation to Bid consists of the following documents, collectively referred to as the "Invitation":

- Instructions to Bidders
- Technical Specification
- Bidder's Non Collusion Affidavit
- Bidder's Legal Status Disclosure
- Statement of Bidder's Qualifications
- Performance Bond
- Labor and Material Payment Bond
- Any Addenda, if issued
- Bid Form

The Town of Canton is an equal opportunity/affirmative action employer. Small business enterprises, woman owned businesses, and minority owned businesses are encouraged to participate.

Dated at Collinsville CT
March 10, 2011

Robert Skinner
Chief Administrative Officer

TOWN OF CANTON, CONNECTICUT
INSTRUCTIONS TO BIDDERS
RE: SCRAP METAL RECYCLING SERVICES

1. INTRODUCTION

The Town of Canton (the "Town") is soliciting bids for scrap ferrous and non-ferrous type materials generated by the Town through its recycling program. This Invitation is not a contract offer.

The scope of this Invitation is described more particularly in the Technical Specification that are a part of this bid package.

Interested parties should submit a bid response in accordance with the requirements and directions set forth in this bid package. **Bidders may not contact any Town employee or official concerning this Invitation other than the Town representative set forth in Section 8, below. A bidder's failure to comply with this requirement may result in disqualification.**

The Town will return unopened any bid received after the date and time of bid opening.

If there are any conflicts between the provisions of these Instructions to Bidders and any other document(s) comprising this bid package, these Instructions to Bidders shall prevail.

2. KEY DATES

Invitation to Bid issued: March 10, 2011

Bid Opening: March 24, 2011 @ 3:00 pm

Contract Execution: April 8, 2011

Commencement of Work: Within ten (10) calendar days of Notice to Proceed

3. CONTRACT TERM

The Contract shall be for an initial term of approximately fifteen (15) months ending on June 30, 2012. The parties may agree to extend the proposed Contract of this Invitation for Bid by agreement in writing by both parties.

4. OTHER CONTINGENCIES

The Town reserves the right to cancel this bid process and any resulting Contract at any time if the Town deems such action to be in its best interests, including but not only if either of the following conditions exists:

- The Town, through changes in its requirements or methods of operation, no longer has a need for the subject matter of this Invitation; or
- The Town is not satisfied with the work under the Contract, or the successful bidder fails to comply with any of the Contract's terms and conditions.

5. OBTAINING BID PACKAGE

The bid package – i.e., each of the documents listed on the page preceding these Instructions and collectively referred to as the “Invitation” – may be obtained in Room 202 of the Canton Town Hall, 4 Market Street, Collinsville, CT during Town Hall office hours or at the Town's website, www.townofcantonct.org, under “Request for Proposals.”

6. BID SUBMISSION INSTRUCTIONS

Bids must be in the Town office identified above prior to the date and time the first bid is scheduled to be opened publicly. Postmarks prior to the bid opening date and time do **NOT** satisfy this condition. The Town will **NOT** accept corrections and/or modifications received after the first bid is opened publicly. Bids may not be withdrawn after bid opening, and bids must remain in effect for sixty (60) calendar days after bid opening, even if the bidder discovers errors in the bid after opening.

One (1) original and two (2) copies of all bids must be submitted on the accompanying Bid Form and in sealed, opaque envelopes clearly labeled with the bidder's name, the bidder's address, the words "BID DOCUMENTS," and the Bid Title and Bid Opening Date, to prevent opening prior to the bid opening date. The Town will reject, and not accept, bids submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such bid and inform the bidder that the bid may be resubmitted in a sealed envelope properly marked as described above.

Bids must be submitted on the prescribed form and all blank spaces for bid prices must be completed in blue ink or be typewritten, and all prices shall be stated in both words and figures. Bid prices shall include all labor, materials, equipment, and transportation necessary to perform the work in accordance with the Contract. The person signing the bid must initial errors, alterations or corrections on both the original bid and all required copies. Ditto marks or words such as “SAME” shall not be used in the Bid Form. All other forms included or information requested in this bid should also be submitted with the Bid Form.

Bids may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the time and date fixed for the bid opening. Bids are considered valid for sixty (60) calendar days after bid opening, to permit the Town to review the bids and to investigate the bidders' qualifications prior to awarding the bid. Bidders may not withdraw, cancel or modify their bid for a period of sixty (60) calendar days after the bid opening.

An authorized person representing the legal entity of the bidder must sign the bid.

7. UNIT PRICES AND LUMP SUM PRICES

The unit prices for each of the items in the bid shall include the prorated share of overhead and profit. The Town may reject any bid not conforming to this requirement. **Bidders should note this provision because, if conditions make it necessary for the estimated quantities of loads transported to change, no limit shall be fixed for such increased or decreased quantities, nor extra compensation allowed.**

8. QUESTIONS

Questions, inquiries, or request for interpretations concerning the bid process and procedures are to be via electronic mail and directed **only to**:

Name: Robert Martin – Director of Public Works
E-mail: rmartin@townofcantonct.org

Bidders may not contact any other Town employee or official concerning this Invitation. A bidder's failure to comply with this requirement may result in disqualification.

If a bidder finds any omission, discrepancy or error in, has questions concerning, or seeks an exception to anything in the documents constituting this Invitation, it should notify the Town as soon as possible and in no event later than seven (7) business days before the date of the bid opening.

No oral statement of the Town shall be effective to modify any of the provisions of this Invitation. However, the Town will not make any oral interpretations to any bidder as to the meaning of any bid documents or portions thereof, and no bidder shall rely on any alleged oral interpretation

The Town will not consider any such request made more than seven (7) days before the bid opening date.

9. ADDENDA

The Town will post an addendum or addenda, which shall be a part of this Invitation and the resulting Contract, containing all questions received as provided for above

and decisions regarding same. At least three (3) calendar days prior to the receipt of bids, the Town will post a copy of the addendum on the Town's website, www.townofcantonct.org, under "Request for Proposals." Each bidder is responsible for checking the website to determine if the Town has issued an addendum and, if so, to complete its bid in accordance with the Invitation as modified by the addendum.

10. COSTS FOR PREPARING BID

This Invitation does not commit the Town to pay any costs incurred by bidders in preparing their responsive bids. Each bidder agrees that all costs it incurs in developing its bid are its sole responsibility.

11. OWNERSHIP OF BIDS

All bids submitted become property of the Town.

12. FREEDOM OF INFORMATION ACT

All information submitted in a bid or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended. A bidder's responses may contain financial or other data that it claims constitute proprietary or confidential information or a trade secret. To protect such data from disclosure, a bidder should identify specifically the pages that contain claimed confidential information by visibly marking all such pages of the bid.

13. CONFLICT OF INTEREST

By submitting a bid, a bidder certifies that it has no conflict of interest as defined in the Town's Ordinance # 230 concerning ethics. The Town shall review all bids under this provision and may reject any bid where, in the Town's opinion, the bidder could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the bidder were to become a party to the Contract.

14. DEBARRED CONTRACTORS

The Town will reject any bid from a bidder that is on a debarred contractor list of the United States and/or the State of Connecticut.

15. LEGAL STATUS

Each bidder must complete the Bidder's Legal Status Disclosure form and must, if required, have a current license or registration to do business in the State of Connecticut that is on file with the Connecticut Secretary of the State's Office. The Town may, in its sole discretion, request acceptable evidence of any bidder's legal status.

16. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

At the time the first bid is opened, the Town will presume that each bidder has read and understood each document comprising this Invitation and any addenda posted on the Town's website. A bidder's failure and/or omission to receive or examine any information concerning this Invitation shall in no way relieve it from any aspect of its bid or the obligations related to it.

At the time the first bid is opened, the Town will also presume that each bidder is familiar with and will comply with all federal, state and local laws, ordinances and regulations that in any manner relate to this Invitation and the performance of the work described in it.

By submitting a bid, each bidder represents that it has thoroughly examined and become familiar with the scope of work outlined in this Invitation and it is capable of performing the work to achieve the Town's objectives.

Each bidder shall visit and examine the actual conditions of the property before preparing its bid. The submission of a bid shall be construed as an assurance that such examination has been made, and the Town will not recognize or award claims for compensation for additional labor, equipment or materials for difficulties encountered.

17. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes. Federal Tax Exempt #_ 06-6002383. Exemption from State sales tax per Conn. Gen. Stat. Chapter 219, § 12-412(1). No exemption certificates are required, and none will be issued.

Bidders shall avail themselves of these exemptions.

18. INSURANCE

The successful bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the work that is the subject of this Invitation the following insurance coverages covering the successful bidder and all of its officers, employees, and agents:

The (name of contractor) shall purchase from and maintain, for the life of this Contract, in a company or companies with an A.M. Best rating of A- (VII) or better the following insurance coverage at no direct cost to the Town. Such insurance will protect the Town from claims set forth below which may arise out of or result from the (name of contractor) obligation under this agreement, whether such obligations are by (name of contractor) or by a subcontractor or any person or entity directly or indirectly employed by (name of contractor).

A. Workers Compensation:

(Name of Contractor) shall provide workers compensation and employers liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease and a policy limit of \$500,000.

B. Commercial General Liability Insurance:

(Name of Contractor) shall provide commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000. Such coverage shall not exclude sexual abuse or molestation.

- The policy shall name the Town as an additional insured.
- Such coverage provided by the Contractor shall be provided on an occurrence basis and shall be primary. Any insurance or self insured retention available to the Owner shall be secondary and non-contributory.
- Such coverage shall contain a broad form contractual liability endorsement or wording within the policy form.
- A per project aggregate limit of liability endorsement shall apply for any construction contract.
- Deductible and self-insured retentions shall be declared and are subject to the approval of the Town.

C. Commercial Automobile Insurance:

Provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

D. Umbrella Liability Insurance:

Provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.

E. The Contractor shall ensure that all of its Subcontractors procure and maintain the same insurance as required of the Contractor under this Agreement and that each Subcontractor shall name the Owner as an additional insured. Such coverage

provided by the Subcontractor shall be provided on an occurrence basis and shall be primary. Any insurance or self insured retention available to the Owner shall be secondary and noncontributory.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance, policies or policy endorsements as requested by the Town prior to issuance of Contract by the Town, describing the coverage and providing that the insurer shall give the Town written notice at least sixty (60) days in advance of any termination, expiration or changes in coverage. Failure of the Contractor to maintain insurance coverage in accordance with the terms of this Agreement shall constitute a material breach of the Contract. The Town reserves the right to approve all insurance companies. The successful bidder must fully disclose any nonstandard exclusion for all required coverages.

All policies, except for Workers' Compensation, shall contain additional endorsements naming "the Town of Canton, its officers, employees, agents and volunteers" as additional named insureds with respect to liabilities and losses related to the performance of the work described in this Invitation.

Each insurance policy shall state that the insurance carrier shall agree to investigate and defend the insured against all claims, even if groundless.

The successful bidder shall require the insurance carriers of the above required coverages to waive all rights of subrogation against the Town, its officers, employees, agents and volunteers.

All insurance policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Town.

If the bidder is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract, and the certificate of insurance shall state that the coverage is claims-made and also the retroactive date, if any.

The successful bidder shall maintain coverage for the duration of the Contract and for two years following the completion of the Contract.

The successful bidder shall direct its insurance carrier to provide the Town with a certificate of insurance PRIOR TO commencing work. The certificate shall specifically state that the Town shall receive thirty (30) days advance written notice of cancellation or non-renewal, via registered U.S. mail, addressed to Robert Skinner, Chief Administrative Officer, 4 Market Street, PO Box 168, Canton, CT 06022. The certificate shall evidence all required coverage. **All requirements of this section shall be clearly stated in the remarks section of the successful bidder's certificate of insurance.**

19. DEFENSE AND INDEMNIFICATION

The successful bidder will be required to agree, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its employees, officials,

agents and volunteers from and against all claims, damages, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the subject matter of this Invitation and/or the performance of the work contemplated by it. The successful bidder will also be required to pay any and all attorney's fees incurred by the Town, its employees, officials, agents or volunteers in enforcing any of the successful bidder's defense, hold harmless or indemnification obligations. In any and all claims against the Town or any of its employees, officials, agents or volunteers made or brought by any employee of the successful bidder, or anyone directly or indirectly employed by the successful bidder, or anyone for whose acts or omissions the successful bidder is or may be liable, the successful bidder's defense and indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the successful bidder under workers' compensation acts, disability benefit acts, or other employee benefits acts.

These defense, indemnity and hold harmless obligations shall survive the Contract's termination or expiration.

20. AWARD CRITERIA; SELECTION; CONTRACT EXECUTION

The Town reserves the right to accept the bid that, all things considered, is in the best interests of the Town. Although price will be an important factor, it will not be the only basis for award. Due consideration will also be given to a bidder's experience, references, service, ability to respond promptly to requests, past performance satisfactory to the Town, and other criteria relevant to the interests of the Town, including the bid documents' compliance with the procedural requirements stated in this Invitation.

The Town will not award the bid to any bidder who is in arrears or in default to the Town on any debt, contract, security or any other obligation.

The Town reserves the rights, in its sole discretion: to accept any, all, or any part of bids; to reject any, all, or any part of bids; to waive any non-material deficiencies or clerical errors in the bidding process or bid; and to award the bid that in its judgment will be in the Town's best interests. The Town also reserves the right to award the purchase of individual items under this Invitation to any combination of separate bids or bidders.

All bids will be publicly opened as received on the date, at the time, and at the place identified in this Invitation. Bidders may be present at the opening.

The Town may correct, after bidder verification, any mistake in a bid that is obviously a clerical error, such as a price extension or decimal point error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town will select the bid that it deems to be in the Town's best interest and issue a Notice of Conditional Award of Bid to the successful bidder. The conditional award shall be subject to further discussions with the bidder that are deemed necessary by the Town and to the successful bidder's provision of the documents required by this Invitation and the execution of a Contract in the form contained in this Invitation. The successful bidder's failure to provide each required form or execute the Contract within ten (10) business days of the date of the Notice of Conditional Award of Bid shall be grounds for the Town to declare the bid withdrawn, to call the bid security, and to enter into discussions with another bidder.

The Town will post the bid results and award recommendation on the Town's website, www.townofcantonct.org, under "Request for Proposals."

The Bid Awarded and Contract Execution dates in Section 2's Key Dates are anticipated, not certain, dates.

21. COLLUSION

Each bidder shall complete the Non Collusion Affidavit that is a part of this Invitation.

Any act(s) of misrepresentation or collusion in connection with a bid shall be a basis to disqualify a bid submitted by the bidder responsible for said misrepresentation or collusion. In the event that such conduct is discovered after the execution of the Contract, the Town may terminate the Contract without incurring any liability, penalty, damages or other loss.

22. ADVERTISING

The successful bidder may not name the Town in its advertising, news releases, and promotional efforts without the Town's prior written approval.

If it chooses, the successful bidder may list the Town in a statement of references or similar document required as part of a public bid. The Town's permission to the successful bidder to do so is *not* a statement about the quality of the successful bidder's work or the Town's endorsement of the successful bidder or its work.

23. W-9 FORM

The successful bidder must provide the Town with a completed W-9 form before commencing work.

24. PAYMENTS

Payments will be made by all parties within thirty (30) calendar days after the appropriate Town officer receives and approves the invoice, unless otherwise specified in the Technical Specifications.

25. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful bidder shall maintain all records related to the work described in the Invitation for a period of three (3) years after final payment under the Contract or until all pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

26. REPRESENTATION OF TOWN

In performing the work described in the Invitation, the successful bidder, its agents and employees shall act in an independent capacity and shall not act as, and are not, officers, employees or agents of the Town.

27. SUBCONTRACTING

The successful bidder agrees not to enter into any subcontracting agreement for any or all of the work described in the Invitation without obtaining the Town's prior written consent. All subcontracting shall be subject to the same terms and conditions as are applicable to the successful bidder. The successful bidder shall be fully and solely responsible for the performance of and payments to any subcontractors.

28. COMPLIANCE WITH LAW

The successful bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut and the Town related to its bid and the performance of the work described in the Invitation. The successful bidder shall commit no trespass on private property in performing any of the work described in the Invitation.

By submitting a bid, the successful bidder covenants that it has complied, and during the term of the Contract will comply, with the obligations under the Immigration Reform and Control Act ("IRCA") and that all employees it assigns to the Contract are authorized for employment in the United States of America. The successful bidder further covenants that it has properly completed, and during the term of the Contract will properly complete, I-9s for all employees assigned to the Contract. The successful bidder agrees to defend, indemnify and hold the Town harmless in the event that any of the successful bidder's employees provided under the Contract is found not to be authorized to work under the law or in the event that there is a determination that the successful bidder has failed to comply with IRCA's obligations, including but not limited to the failure to prepare correctly and maintain I-9s. The successful bidder further agrees to defend, indemnify and hold harmless the Town from and against any and all claims brought against the Town as a result of these obligations, including but not limited to settlement fees, judgments, attorneys fees and costs. These defense, hold harmless and indemnity obligations shall survive the Contract's termination or expiration.

29. LICENSES AND PERMITS

The successful bidder shall, for the term of the Contract, have and provide proof of all permits and licenses required by the Town and/or any other state or federal authority. The successful bidder shall immediately and in writing notify the Town of the loss or suspension of any such license or permit.

30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

During the term of the Contract, the successful bidder agrees to be an equal employment opportunity employer and will not discriminate as to race, color, creed, sex, national origin, marital status, physical or mental disability or any other protected classification under state and federal law.

END OF INSTRUCTIONS TO BIDDERS

1111623v1

TOWN OF CANTON, CONNECTICUT

TECHNICAL SPECIFICATION

SCRAP METAL RECYCLING SERVICES

1. DESCRIPTION OF THE WORK

Work under this technical specification consists of the bidder's furnishing, moving, rearranging, placing, and maintaining containers for the scrap metal to be collected from the Canton Transfer Station (the "Transfer Station") and to be transported and legally disposed of off-site.

2. CONTAINERS

The bidder shall supply, own, and maintain a minimum of one (1) 40 cubic yard open top container on site for collection of scrap metal at the Transfer Station.

The containers shall be designed for heavy duty use. Containers shall be kept clean, properly maintained, properly marked as to owner/operator, and well painted.

The bidder shall provide, at its sole cost and expense, a site for storage of reserve containers and other equipment when they are not at the Transfer Station. The site, if it is within the Town, shall conform with all applicable laws, regulations, ordinances, codes and orders of the United States, the State of Connecticut, and the Town.

The bidder shall demonstrate that it has a sufficient number of reserve containers such that, when a container is removed from the Transfer Station, an empty container of the same size and type shall be dropped off as a replacement.

The bidder shall provide an additional empty container, as may be required on an on call basis during the operating hours of the Transfer Station. Such containers shall be provided within twenty four (24) hours of the request by Transfer Station operating staff.

The containers shall be marked with the owner/operator's name and the receiving facility's box number if required.

3. SCRAP METAL MATERIAL

The Town presently operates a Transfer/Recycling Station located at Ramp Road, Canton, CT. The Town will load and the Bidder will provide containers and hauling service for disposal of materials to the Bidder's site.

Materials, which may include white goods (appliances), automobile parts, aluminum, copper, iron, steel, etc., are included in this Bid.

An average of 125 tons of scrap metal is generated per year at the Transfer Station. The following information, based upon past experience is provided to assist the bidder in determining equipment needs for the Contract. While every effort has been made to ensure that the information is accurate and complete, no warranty is made.

The contract period will normally be one year. Optional extension for additional two (2) years will be evaluated. Bidders shall indicate the option on the Bid Form.

The Bidder shall provide, with this Bid, a list and definition of contaminant materials, if any, which will be unacceptable to accept as scrap metal. Failure to submit list of contaminants of unacceptable materials with this Bid will mean no exceptions are made.

4. OPERATIONS ON-SITE

The Bidder shall provide slips indicating, time, truck number, gross, tare, and net weights and net price due or charged to the Town. **Since loads will be hauled and weighted by the Bidder, slip numbers must be indicated on the check stub or the monthly summary along with the tonnage.**

Working hours at the Transfer Station are currently Tuesday through Saturday from 7:00 AM to 3:30 PM. The Town reserves the right to alter the working days and hours of the Transfer Station upon 48 hours prior notice to the bidder. Work at other hours or on Sunday, Monday or legal holidays is prohibited except as follows:

- a. Emergency operation to protect life and property, with or without the permission of the Town's Director of Public Works;
- b. With the prior written permission of the Town's Director of Public Works.

The bidder shall arrange its working hours in such a manner that there is a minimum disturbance of the Transfer Station operation.

Transfer Station staff may, to the extent possible without disrupting operations, assist the successful bidder's personnel in closing off areas to public access during transfer operations, assist in the spotting of containers, and like duties as may be approved by the Town's Director of Public Works.

Bidder acknowledges that the materials currently collected and methods used at the Transfer Station may change over the term of the Contract to reflect changing needs of the community and the requirements of federal and state laws.

5. TRANSPORTATION OPERATIONS

The bidder shall provide for the removal and replacement of containers such that, when the Transfer Station is open to the public, there shall be an adequate supply of empty containers to operate the Transfer Station.

The scheduling of the pickup and transportation of the containers shall be coordinated with the days and hours of operation of the various facilities that will receive the materials collected at the Transfer Station. It should be noted that the various facilities have different days and hours of operation.

The Transfer Station is currently open:

Sunday & Monday Closed
Tuesday - Saturday 7:00 AM to 3:30 PM

The Town reserves the right to alter the working days and hours of the Transfer Station upon giving the bidder 48 hours prior notice. The bidder shall alter its operations to accommodate the new days and hours of operation.

The bidder shall not allow full containers to remain on-site longer than 48 hours without the Town's written authorization.

6. TRUCKS

The bidder shall have available a sufficient number of trucks of the type and capacity specifically designed to load, unload, and transport loaded containers from the Transfer Station to the disposal sites.

The containers shall be loaded and secured to the truck such that collected material shall not leak, fall, spill, or blow off during transportation.

Trucks shall be properly marked in accordance with Connecticut Department of Motor Vehicles ("CT DMV") and United States Department of Transportation requirements as to weights, owner/operator, etc. Required operating and safety equipment shall be mounted and fully operational when the truck is in operation. Trucks shall be kept clean, neatly painted, properly maintained and in repair, and display all required permits, licenses, and other identifying stickers, etc. as may be required to operate on public roads in the State of Connecticut.

The Town reserves the right to prohibit any truck that is, in the Town's sole opinion, unsafe from doing any work under the Contract. No truck, so judged by the Town, shall be utilized in fulfilling Contract obligations until repaired, inspected, and certified safe to operate by a mechanic licensed by the CT DMV.

7. BIDDER'S OPERATING PERSONNEL

The bidder shall employ such number of persons as may be required to fulfill its obligations under the Contract. Such persons shall possess a valid Connecticut Commercial Driver's License issued by the CT DMV for the class and type of truck to be operated.

8. BASIS OF PAYMENT

The Bidder's payment to the Town, if applicable, shall be received monthly. Check shall be made payable to the Town of Canton, Department of Public Works, 4 Market Street., P. O. Box 168, Canton, CT 06022, Attention: Robert J. Martin, Director of Public Works.

END OF TECHNICAL SPECIFICATION

TOWN OF CANTON

BIDDER'S NON COLLUSION AFFIDAVIT
RE: TRANSFER STATION REFUSE HAULING

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____,
20____.

County of Hartford) ss:
)

On this the _____ day of _____, 20____ before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

TOWN OF CANTON, CONNECTICUT

**BIDDER'S LEGAL STATUS DISCLOSURE
RE: TRANSFER STATION REFUSE HAULING**

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Mailing Address _____

Owner's Full Legal Name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Officers

President

Secretary

Chief Financial Officer

Vice President Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Manager(s) and Members

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name:
2. Permanent main office address:
3. Contact person for this Invitation:
4. Phone and fax numbers and e-mail address of the contact person during normal business hours:
5. Date of organization:
6. Date of incorporation, if applicable:
7. Number of years bidder has been engaged in business under present firm or trade name:
8. Contracts on hand (dollar value, anticipated completion date):
9. General character or type of work performed by the bidder:
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:

12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.
13. List the equipment that will be available for the work described in this Invitation.
14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?
15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure:
16. Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:
17. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement?

BID FORM

Town of Canton
Board of Selectmen
4 Market Street, PO Box 168
Collinsville CT06022-0168

Re: Invitation to Bid – Scrap Metal Recycling Services

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated March 10, 2011, Scrap Metal Recycling Services (collectively referred to as the "Invitation"), the undersigned bidder, having visited the site and having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that:

1. It has read and understood each document comprising the Invitation and any addenda posted on the Town's website.
2. It has thoroughly examined and become familiar with the scope of work described in the Invitation.
3. It has visited the Canton Transfer Station and is thoroughly familiar with all actual conditions of the property.
4. The unit prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the completed work called for in the Invitation. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit prices, as bid.
5. The Town has made no representation or warranty that the estimated quantities will even approximate the actual quantities required to complete the work under the Invitation.
6. With respect to all conditions affecting the work to be done and labor and materials to be furnished, this bid is based solely on the undersigned bidder's own investigations and findings, and neither the Town nor any of its officers, officials, employees or agents shall be held responsible for the accuracy of or be bound by any information contained in the Invitation.

BID

The bidder should provide a bid price for the items described below in the Bid Form. The contractor should only provide a bid price for one on the bid items listed below depending on whether the bid is for a payment to the Town of Canton per ton or a charge to the Town of Canton per ton.

Bid Item No. 1A:

Payment to the Town for Transportation and Legal Disposal of Scrap Metal from the Ramp Road Transfer Station at the unit price per ton as follows:

\$ _____ per Ton
_____ Dollars and
_____ Cents per Ton

Bid Item No. 1B:

Charges to the Town for Transportation and Legal Disposal of Scrap Metal from the Ramp Road Transfer Station at the unit price per ton as follows:

\$ _____ per Ton
_____ Dollars and
_____ Cents per Ton

Bidder willing to extend bid one (1) additional year _____ Yes _____ No.

Bidder willing to extend bid two (2) additional years _____ Yes _____ No.

* * *

REQUIRED DISCLOSURES

1. Exceptions to the Invitation

_____ This bid does not take exception to any requirement of the Invitation.

OR

_____ This bid takes the following exception(s) to the Invitation requirements:

(Describe fully each exception)

2. Disputes

Has either the bidder or any of its principals (regardless of their place of employment) been involved for the most recent five (5) years in

resolved or pending mediation, arbitration or litigation?

_____ Yes
_____ No

If "yes," please attach a sheet fully describing each such matter.

3. Civil/Criminal Findings

Except for motor vehicle infractions, has either the bidder or any of its principals (regardless of their place of employment) been convicted, pled guilty or nolo contendere, or been found liable in a civil action or criminally responsible for any criminal offense?

_____ Yes
_____ No

If "yes," please attach a sheet fully describing each such matter.

4. Ethics

Has either the bidder or any of its principals (regardless of their place of employment) been found to have violated any state or local ethics standard or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts?

_____ Yes

_____ No

If "yes," please attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT CONSTITUTING THIS INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Bidder: _____

Address: _____

Phone: _____ Fax: _____

Signed By: _____

Title: _____

Date: _____

The undersigned hereby authorizes and requests any person, firm, institution, and/or corporation to furnish any information requested by the Town for verification of the information and statements comprising this Bid Form.

Dated at _____ this _____ day of _____, 20____.

Name of Bidder: _____

By: _____ Title: _____

State of _____)

) ss:

County of _____)

_____, whose name appears above, being duly sworn, says that he/she is the _____ of _____ and that the answers, statements, and information provided in the foregoing Bid Form are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

Commissioner of the Superior Court
Notary Public
My commission expires:

Seal of the Notary

TOWN OF CANTON

BIDDER'S NON COLLUSION AFFIDAVIT
RE: TRANSFER STATION REFUSE HAULING

The undersigned bidder, having fully informed himself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the bid is genuine; it is not a collusive or sham bid;
- (2) the bidder developed the bid independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent bidding or competition;
- (3) the bidder, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the bidder and will not communicate the bid to any such person prior to the official opening of the bid; and
- (4) no elected or appointed official or other officer or employee of the Town of Canton is directly or indirectly interested in the bidder's bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned bidder further certifies that this statement is executed for the purpose of inducing the Town of Canton to consider its bid and make an award in accordance therewith.

AllWASTE, Inc
Legal Name of Bidder

Keith Santos
(signature)
Bidder's Representative, Duly Authorized

KEITH SANTOS
Name of Bidder's Authorized Representative

MANAGER - MAJOR ACCOUNTS
Title of Bidder's Authorized Representative

3/31/11
Date

Subscribed and sworn to before me this 31st day of MARCH,
2011.

Pamela K. Nustus
Notary Public
My Commission Expires: 11-30-2013

(Acknowledgement if a Corporation)

State of Connecticut)
County of Hartford) ss:
06-1271683

On this the 31st day of March, 2011 before me personally came and appeared KEITH SANTOS to me known, who, being by me duly sworn, did depose and say that he/she is the MANAGER - Major Accounts of All Waste, Inc, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

(Notary Seal) Pamela K. Nustus
Commissioner of the Superior Court
Notary Public
My commission expires: 11-30-2013

(Acknowledgement of a Partnership)

State of Connecticut)
County of Hartford) ss:

On this the _____ day of _____, 20____ before me personally came and appeared _____ to me known, and known to me to be a partner of the partnership described in and which executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for a free act of said partnership.

(Notary Seal) _____
Commissioner of the Superior Court
Notary Public
My commission expires:

(Acknowledgement of a Proprietorship)

State of Connecticut)

County of Hartford)
) ss:

On this the _____ day of _____, 20____ before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

(Notary Seal)

Commissioner of the Superior Court
Notary Public
My commission expires:

TOWN OF CANTON, CONNECTICUT

BIDDER'S LEGAL STATUS DISCLOSURE
RE: TRANSFER STATION REFUSE HAULING

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the bidder's regular employees regularly in attendance to carry on the bidder's business in the bidder's own name. An office maintained, occupied and used by a bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a bidder will not be considered a bidder's permanent place of business.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Mailing Address _____

Owner's Full Legal Name _____

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name ALLWASTE, INC

Mailing Address 143 MURPHY RD HARTFORD, CT 06114

State in which Legally Organized CONNECTICUT

State Business ID # 06-1271683

Current Officers

Russell Lallier
President

GERALD ANTONACCI
Secretary

Chief Financial Officer

Vice President

PETER LOMBARDO

Treasurer

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

X Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

143 MURPHY RD HARTFORD, CT 06114

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # _____

Current Manager(s) and Members

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Name & Title (if any) Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Mailing Address _____

State in which Legally Organized _____

State Business ID # (if applicable) _____

Current Partners

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

_____	_____
Name & Title (if any)	Address

Does the bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print)
Name and Title of Bidder's Authorized Representative

(signature)
Bidder's Representative, Duly Authorized

Date

END OF LEGAL STATUS DISCLOSURE FORM

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions shall be answered and information given shall be clear and comprehensive. This statement shall be notarized. If additional room is required to answer questions, please attach additional sheet(s) with the supplemental information. The bidder's name shall appear on the top of the supplemental sheets to avoid confusion. The bidder may submit additional information as it deems necessary to enable the Town to judge the bidder's ability to perform the proposed Contract.

1. Bidder's full legal name:
ALLWASTE, INC
2. Permanent main office address:
143 MURPHY RD HARTFORD, CT 06114
3. Contact person for this Invitation:
KEITH SANTOS
4. Phone and fax numbers and e-mail address of the contact person during normal business hours: 860-724-4575 - OFFICE, 860-724-3316 FAX
KSANTOS@ALLWASTE.COM
5. Date of organization:
SEPT 1989
6. Date of incorporation, if applicable:
SEPTEMBER 1989
7. Number of years bidder has been engaged in business under present firm or trade name: 22 YEARS
8. Contracts on hand (dollar value, anticipated completion date):
CITY OF MERIDEN \$650,000.00 6/2015
9. General character or type of work performed by the bidder:
REFUSE & RECYCLING SERVICES AND DISPOSAL
10. Has the bidder ever failed to complete any work awarded to it? If so, please explain in detail the circumstances:
No
11. Has the bidder ever defaulted on a contract? If so, please explain in detail the circumstances:
No

12. List contracts of a similar nature (size, type, and complexity) completed successfully by the bidder within the last five (5) years. List the other contracting party, the value of the contract, and the year completed.
TOWN OF GUILFORD TRANSFER STATION \$ 180,000.00 EXISTING/YEARLY
TOWN OF HADDAM TRANSFER STATION \$ 250,000.00 EXISTING/YEARLY
13. List the equipment that will be available for the work described in this Invitation.
ROLL OFF TRUCKS, COMPACTOR INSTALLERS, 24 HR EMERGENCY REPAIR SERVICE
14. How many years of experience does the bidder have in work of similar size, type, and complexity to the Work of this Invitation?
22 YEARS
15. Describe the background and experience of each individual person listed in the Bidder's Legal Status Disclosure: MR LALLIER - IN EXCESS OF 40 YEARS
MR LOMBARDO IN EXCESS OF 40 YEARS, MR ANTONACCI IN EXCESS OF 30 YEARS
16. Provide the name of the bidder's bank or other financial institution, contact person, phone number, address, and state the bidder's available credit:
SEE ATTACHED LETTER
17. If necessary for the Town to determine an award of contract, will the bidder provide a detailed financial statement? YES, UPON AWARD



Webster Bank, N.A.
City Place II
185 Asylum Street - 5th Floor
Hartford, CT 06103-3494
WebsterBank.com

March 30, 2011

Town of Canton
Town Hall
4 Market Street
Collinsville, Connecticut

Stephen J. Corcoran
Senior Vice President
Hartford Business Banking
860-692-1612
Fax 860-692-1602

To Whom It May Concern:

We have been informed by All Waste that they are bidding on waste services for the Town of Canton. All Waste Inc. has revenues in excess of \$50,000,000 and total assets exceeding \$60,000,000. Webster Bank has been All Waste's bank since 1996 and have had an excellent relationship with both the company and the principals since that time. Webster Bank provides lending facilities to the company in the medium eight figure range and the company maintains deposits and investments in the mid seven figure range. All accounts have been handled as agreed.

In 2003, Webster Bank selected All Waste to be its sole provider of waste services. They have performed services above the standards that were established in the contract. We are very confident that the company can fully support its bid for services with the Town of Canton.

Webster Bank has the highest regard for the principals of the company and recommends them to you.

If you need any additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to be 'S. Corcoran', with a long horizontal line extending to the right.

Stephen J. Corcoran
Senior Vice President

PERFORMANCE BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for _____ dated _____, 2011, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the conditions of this obligation are such that if the said PRINCIPAL shall well and truly keep and perform all the terms and conditions set forth in the CONTRACT and specified to be by said PRINCIPAL kept and performed according to the true intent and meaning of said CONTRACT and shall well and truly defend, indemnify and save harmless said OBLIGEE from all cost and damage which said OBLIGEE may suffer by reason of said PRINCIPAL's failure so to do and against all attorneys fees paid or incurred by said OBLIGEE as a result of a breach of any condition of the CONTRACT or of this bond, and shall fully reimburse and repay said OBLIGEE for all other outlays and expenses which it may incur in making good any such breach, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees, if requested so to do by the OBLIGEE, fully to perform the CONTRACT, pursuant to the terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to perform the CONTRACT, and the SURETY further agrees to commence such performance promptly after written notice from the OBLIGEE of the PRINCIPAL's default and to complete such performance within the time allowed for the completion of the CONTRACT by the PRINCIPAL.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY and this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this ____ day of _____, 2011.

PRINCIPAL

(type or print full name of bond principal)

By: _____
Its _____
Duly Authorized

SURETY

(type or print full name of bond surety)

By: _____
Its Attorney-in-Fact
Duly Authorized

Sample Form – Other forms of
Performance Bond may be acceptable
to the Obligee subject to the review
and approval of the Town Attorney

LABOR AND MATERIAL PAYMENT BOND

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL, and
_____, as SURETY, are held and firmly bound unto the Town of
Canton, Connecticut, as OBLIGEE, in the amount of
_____ Dollars (\$ _____), lawful money of
the United States of America, for the payment of which sum well and truly to be made, the said
PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for
_____ dated _____, 2011, which contract is by
reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall
make payment to all claimants as hereinafter defined for all labor, materials and equipment used
or reasonably required for use in the performance of the CONTRACT, and if the PRINCIPAL shall
defend, indemnify and save harmless the OBLIGEE from any expenditure or loss, including
attorneys fees, arising from claims asserted by said claimants against the OBLIGEE, or against
the real estate involved in the CONTRACT, then this obligation shall be null and void, otherwise
it shall remain in full force and effect. Labor, materials and equipment, without limitation, shall
include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental
equipment used in the CONTRACT and all other items for which a mechanic's lien may be
asserted in the State of Connecticut.

In addition to the obligations of the PRINCIPAL and SURETY to the OBLIGEE hereunder,
this bond is also made for the use and benefit of all claimants as hereinafter defined. The
PRINCIPAL and SURETY jointly and severally agree that every claimant who has not been paid
in full for all labor, materials and equipment furnished by said claimant may sue on this bond,
prosecute the suit to final judgment and have execution thereon.

A "claimant" is defined as: (a) one having a direct contract with the PRINCIPAL or with a
subcontractor or supplier of the PRINCIPAL for labor, materials or equipment used or reasonably
required for use in the performance of the PRINCIPAL's obligations under the CONTRACT, and
(b) all persons having any lien rights against the real estate involved in the CONTRACT under any
applicable mechanics lien law.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees
that the obligations of the SURETY under this bond shall be in no way affected or impaired by
any extension of time, modification, omission, addition, alteration or change in or to the
CONTRACT or the work to be performed thereunder, or by any payment thereunder before the
time required therein, or by any waiver of any provisions thereof, or by any assignment of the

CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this ____ day of _____, 2011.

PRINCIPAL

(type or print full name of bond principal)

By: _____
Its _____
Duly Authorized

SURETY

(type or print full name of bond surety)

By: _____
Its Attorney-in-Fact
Duly Authorized

Sample Form – Other forms of Labor and Material Payment Bond may be acceptable to the Obligee subject to the review and approval of the Town Attorney

BID FORM

Town of Canton
Board of Selectmen
4 Market Street, PO Box 168
Collinsville CT06022-0168

Re: Invitation to Bid – Transfer Station Refuse Hauling

Dear Board Members:

Pursuant to and in full compliance with each document comprising the Invitation to Bid dated March 3, 2011, Transfer Station Refuse Hauling (collectively referred to as the "Invitation"), the undersigned bidder, having visited the site and having thoroughly examined each and every document comprising the Invitation, hereby offers and agrees as follows:

ACKNOWLEDGEMENTS

In submitting this Bid Form, the undersigned bidder acknowledges that:

- ✓ 1. It has read and understood each document comprising the Invitation and any addenda posted on the Town's website.
- ✓ 2. It has thoroughly examined and become familiar with the scope of work described in the Invitation.
- ✓ 3. It has visited the Canton Transfer Station and is thoroughly familiar with all actual conditions of the property.
- ✓ 4. The unit prices include all labor, materials, transportation, hauling, overhead, fees and insurances, profit, and all other costs to cover the completed work called for in the Invitation. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the unit prices, as bid.
- ✓ 5. The Town has made no representation or warranty that the estimated quantities will even approximate the actual quantities required to complete the work under the Invitation.
- ✓ 6. With respect to all conditions affecting the work to be done and labor and materials to be furnished, this bid is based solely on the undersigned bidder's own investigations and findings, and neither the Town nor any of its officers, officials, employees or agents shall be held responsible for the accuracy of or be bound by any information contained in the Invitation.

BID

The bidder is advised that the location of the receiving facilities identified in each bid item below is subject to change at the option of the Town. If the location of the receiving facility changes during the contract period, the unit price per container delivered to the receiving facility will be adjusted to reflect the prorated change in mileage to the new location. The mileage from the Ramp Road Transfer Station to each of these facilities is approximately 24 miles. No other adjustment of the unit cost will be made for the work other than the mileage adjustment described above.

The bidder should provide bid prices for the alternates described below in the Bid Form (Alternate A or Alternate B). The Town reserves the right to select some or all of the bid items from these alternates.

Alternate A

Bid Item No. 1:

Transportation of Municipal Solid Waste from the Ramp Road Transfer Station to the Connecticut Resources Recovery Facility, the Mid-Connecticut Project, in Hartford, Connecticut at the unit price per **40 cubic yard container** as follows:

1st Contract year

\$ 240.⁰⁰ TWO HUNDRED FORTY DOLLARS ⁰⁰/₁₀₀ per 40 cubic yard container delivered

2nd Contract year

\$ 240.⁰⁰ TWO HUNDRED FORTY DOLLARS ⁰⁰/₁₀₀ per 40 cubic yard container delivered

3rd Contract year

\$ 240.⁰⁰ TWO HUNDRED FORTY DOLLARS ⁰⁰/₁₀₀ per 40 cubic yard container delivered

4th Contract year

\$ 240.⁰⁰ TWO HUNDRED FORTY DOLLARS ⁰⁰/₁₀₀ per 40 cubic yard container delivered

5th Contract year

\$ 240.⁰⁰ TWO HUNDRED FORTY DOLLARS ⁰⁰/₁₀₀ per 40 cubic yard container delivered

Bid Item No. 2:

Transportation of Single Stream Recyclables from the Ramp Road Transfer Station to the Connecticut Resources Recovery Recycling Facility in Hartford, Connecticut at the unit price per **40 cubic yard container** as follows:

1st Contract year

\$ 240.⁰⁰ Two Hundred Forty Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

2nd Contract year

\$ 240.⁰⁰ Two Hundred Forty Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

3rd Contract year

\$ 240.⁰⁰ Two Hundred Forty Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

4th Contract year

\$ 240.⁰⁰ Two Hundred Forty Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

5th Contract year

\$ 240 Two Hundred forty Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

Bid Item No. 3:

Transportation of Bulky Waste from the Ramp Road Transfer Station to the Murphy Road Recycling, LLC in Hartford, Connecticut at the unit price per **40 cubic yard container** as follows:

1st Contract year

\$ 175.⁰⁰ One Hundred Seventy five Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

2nd Contract year

\$ 175.⁰⁰ One Hundred Seventy five Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

3rd Contract year

\$ 175.⁰⁰ One Hundred Seventy five Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

4th Contract year

\$ 175.⁰⁰ One Hundred Seventy five Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

5th Contract year

\$ 175.⁰⁰ One Hundred Seventy five Dollars $\frac{00}{100}$ per 40 cubic yard container delivered

Alternate B

Bid Item No. 1:

Transportation of Municipal Solid Waste from the Ramp Road Transfer Station to the Connecticut Resources Recovery Facility, the Mid-Connecticut Project, in Hartford, Connecticut at the unit price per **50 cubic yard container** as follows:

1st Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

2nd Contract year

\$240 Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

3rd Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

4th Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

5th Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

Bid Item No. 2:

Transportation of Single Stream Recyclables from the Ramp Road Transfer Station to the Connecticut Resources Recovery Recycling Facility in Hartford, Connecticut at the unit price per **50 cubic yard container** as follows:

1st Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

2nd Contract year

\$240 Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

3rd Contract year

\$240.⁰⁰ Two HUNDRED FORTY dollars $\frac{00}{100}$ per 50 cubic yard container delivered

4th Contract year

\$ 240.⁰⁰ Two Hundred forty dollars per 50 cubic yard container delivered

5th Contract year

\$ 240.⁰⁰ Two Hundred forty dollars per 50 cubic yard container delivered

Bid Item No. 3:

Transportation of Bulky Waste from the Ramp Road Transfer Station to the Murphy Road Recycling, LLC in Hartford, Connecticut at the unit price per **50 cubic yard container** as follows:

1st Contract year

\$ No Bid per 50 cubic yard container delivered

2nd Contract year

\$ No Bid per 50 cubic yard container delivered

3rd Contract year

\$ No Bid per 50 cubic yard container delivered

4th Contract year

\$ No Bid per 50 cubic yard container delivered

5th Contract year

\$ No Bid per 50 cubic yard container delivered

BID SECURITY

Attached bid security in the amount of ten percent (10%) of the 1st Contract year total bid based on estimate quantities of material provided in technical specifications.

REQUIRED DISCLOSURES

1. Exceptions to the Invitation

X This bid does not take exception to any requirement of the Invitation.

OR

_____ This bid takes the following exception(s) to the Invitation requirements:

(Describe fully each exception)

2. Disputes

Has either the bidder or any of its principals (regardless of their place of employment) been involved for the most recent five (5) years in

resolved or pending mediation, arbitration or litigation?

Yes - LITIGATION TO RESOLVE PROTECTION OF CONTRACTS
 No ACCORDING TO TERMS, OR COLLECTION ACTION

If "yes," please attach a sheet fully describing each such matter.

3. Civil/Criminal Findings

Except for motor vehicle infractions, has either the bidder or any of its principals (regardless of their place of employment) been convicted, pled guilty or nolo contendere, or been found liable in a civil action or criminally responsible for any criminal offense?

_____ Yes
 No

If "yes," please attach a sheet fully describing each such matter.

4. Ethics

Has either the bidder or any of its principals (regardless of their place of employment) been found to have violated any state or local ethics standard or other offense arising out of the submission of bids or proposals, or performance of work on public works projects or contracts?

_____ Yes
 No

If "yes," please attach a sheet fully describing each such matter.

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID BID, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE BID. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT CONSTITUTING THIS INVITATION, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

Bidder: ALLWASTE, INC - RUSSELL LAUIER

Address: 143 MURPHY RD
HARTFORD, CT 06114

Phone: 860.724.7575 Fax: 860.724.3316

Signed By: [Signature]

Title: Pres.

Date: 3/31/11

The undersigned hereby authorizes and requests any person, firm, institution, and/or corporation to furnish any information requested by the Town for verification of the information and statements comprising this Bid Form.

Dated at ALLWASTE, INC this 31 day of MARCH 2011

Name of Bidder: KEITH SANTOS / RUSSELL LAUIER - PRESIDENT

By: [Signature] Title: MANAGER - MAJOR ACCOUNTS

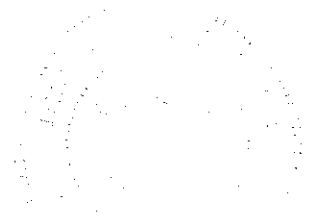
State of CONNECTICUT)
) ss:
County of HARTFORD)

KEITH SANTOS / ROSS LALLIER, whose name appears above, being duly sworn, says that he/she is the PRESIDENT of ALLWASTE, INC and that the answers, statements, and information provided in the foregoing Bid Form are true and correct.

Subscribed and sworn to before me this 31st day of March, 2011.

Pamela K. Huston
Commissioner of the Superior Court
Notary Public
My commission expires: 11-30-2013

Seal of the Notary



PERFORMANCE BOND

Bond Number 853920

KNOW ALL MEN BY THESE PRESENTS:

That we, ALL Waste, Inc., as PRINCIPAL, and Evergreen National Indemnity Company, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of Fifty Four Thousand and NO/100 Dollars (\$54,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for Refuse & Recycling Hauling, dated JULY 1, 2011, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the conditions of this obligation are such that if the said PRINCIPAL shall well and truly keep and perform all the terms and conditions set forth in the CONTRACT and specified to be by said PRINCIPAL kept and performed according to the true intent and meaning of said CONTRACT and shall well and truly defend, indemnify and save harmless said OBLIGEE from all cost and damage which said OBLIGEE may suffer by reason of said PRINCIPAL's failure so to do and against all attorneys fees paid or incurred by said OBLIGEE as a result of a breach of any condition of the CONTRACT or of this bond, and shall fully reimburse and repay said OBLIGEE for all other outlays and expenses which it may incur in making good any such breach, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees, if requested so to do by the OBLIGEE, fully to perform the CONTRACT, pursuant to the terms, conditions and covenants thereof, if for any cause said PRINCIPAL fails or neglects to perform the CONTRACT, and the SURETY further agrees to commence such performance promptly after written notice from the OBLIGEE of the PRINCIPAL's default and to complete such performance within the time allowed for the completion of the CONTRACT by the PRINCIPAL.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY and this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this 14th day of June, 2011.

PRINCIPAL

All Waste, Inc.
(type or print full name of bond principal)

By: [Signature]
its PRES.
Duly Authorized

SURETY

Evergreen National Indemnity Company
(type or print full name of bond surety)

By: [Signature]
Its Attorney-in-Fact, Nicole Skedel
Duly Authorized

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 853920

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *****Nicole Skedel*****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Fifty Four Thousand and 00/100 Dollars (\$54,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By Charles D. Hamm Jr.
Charles D. Hamm Jr, President
By David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

State of Ohio)

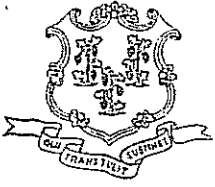
SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 14th day of June 2011



Wan C. Collier
Wan C. Collier, Secretary



STATE OF CONNECTICUT
INSURANCE DEPARTMENT

This is to Certify, that Evergreen National Indemnity Company

having complied with the laws of the State of Connecticut, is licensed to transact in this state until the first day of May 2012, unless this license be sooner revoked, the lines of insurance numbered: 01 03 07 09 10 11 12 14

- | | |
|--|-------------------------------------|
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| 12. Auto Physical Damage | 27. Mortgage Guaranty |
| 13. Aircraft (All Perils) | 28. Health Care Center |
| 14. Fidelity and Surety | 29. |
| 15. Glass | 30. |

Witness my hand and official seal, at Hartford,

this 1 day of May, 2011

Thomas B. Leonard - Insurance Commissioner

Certificate of Authority and Compliance



Evergreen National Indemnity Company

Certificate

2010

The following financial information was excerpted from the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance.


STATEMENT OF INCOME

Direct Written Premium	\$ 34,511,678
Reinsurance Assumed	3,778,653
Reinsurance Ceded	(26,376,556)
Net Written Premium	11,913,775
Change in Unearned	(506,150)
Net Earned Premium	11,407,625
Losses & LAE Incurred	153,725
Net Commission Expense	5,217,563
Other Expenses	3,142,628
Underwriting Gain/ (Loss)	2,893,709
Net Investment Income	1,063,623
Net Realized Capital Gains (Loss)	(1,248,695)
Other Income/ (Expense)	(21)
Income Before FIT	2,708,616
Federal Income Tax	1,397,993
Net Income	1,310,623

BALANCE SHEET

<u>Assets</u>	
Invested Assets	44,434,143
Agent's Balances (net of Reins.)	2,047,712
Reinsurance Recoverable	264,270
Other Assets	763,892
Total Assets	47,510,017
<u>Liabilities & Surplus</u>	
Unearned Premium Reserve	4,918,287
Loss & LAE Reserves	4,056,828
Ceded Reinsurance Payable	3,709,655
Other Liabilities	2,345,769
Total Liabilities	15,030,339
Surplus	32,479,678
Total Liabilities & Surplus	47,510,017

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Evergreen National Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2010.



David A. Canzone, Treasurer

LABOR AND MATERIAL PAYMENT BOND

Bond Number 854050

KNOW ALL MEN BY THESE PRESENTS:

That we, All Waste, Inc., as PRINCIPAL, and Evergreen National Indemnity Company, as SURETY, are held and firmly bound unto the Town of Canton, Connecticut, as OBLIGEE, in the amount of Fifty Four Thousand and NO/100 Dollars (\$54,000.00), lawful money of the United States of America, for the payment of which sum well and truly to be made, the said PRINCIPAL and the said SURETY bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has entered into a contract with the OBLIGEE for Refuse & Recycling Hauling dated JULY 1, 2011, which contract is by reference made a part hereof and referred to in this bond as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall make payment to all claimants as hereinafter defined for all labor, materials and equipment used or reasonably required for use in the performance of the CONTRACT, and if the PRINCIPAL shall defend, indemnify and save harmless the OBLIGEE from any expenditure or loss, including attorneys fees, arising from claims asserted by said claimants against the OBLIGEE, or against the real estate involved in the CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect. Labor, materials and equipment, without limitation, shall include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the CONTRACT and all other items for which a mechanic's lien may be asserted in the State of Connecticut.

In addition to the obligations of the PRINCIPAL and SURETY to the OBLIGEE hereunder, this bond is also made for the use and benefit of all claimants as hereinafter defined. The PRINCIPAL and SURETY jointly and severally agree that every claimant who has not been paid in full for all labor, materials and equipment furnished by said claimant may sue on this bond, prosecute the suit to final judgment and have execution thereon.

A "claimant" is defined as: (a) one having a direct contract with the PRINCIPAL or with a subcontractor or supplier of the PRINCIPAL for labor, materials or equipment used or reasonably required for use in the performance of the PRINCIPAL's obligations under the CONTRACT, and (b) all persons having any lien rights against the real estate involved in the CONTRACT under any applicable mechanics lien law.

The SURETY, for value received, for itself and its successors and assigns, hereby agrees that the obligations of the SURETY under this bond shall be in no way affected or impaired by any extension of time, modification, omission, addition, alteration or change in or to the CONTRACT or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment of the

CONTRACT, or by the OBLIGEE's takeover of any part of the work covered by the CONTRACT; and the SURETY does hereby waive notice of any and all such extensions, modifications, omissions, additions, alterations, changes, payments, waivers, assignments, or takeovers.

No right of action shall accrue on this bond to or for the use of any person, natural or legal, other than the OBLIGEE named herein or the executors, administrators, successors or assignees of the OBLIGEE.

IN WITNESS WHEREOF, we have set our hands and seals to this bond this 27th day of June, 2011.

PRINCIPAL

All Waste, Inc.
(type or print full name of bond principal)

By: [Signature]
Its PRES.
Duly Authorized

SURETY

Evergreen National Indemnity Company
(type or print full name of bond surety)

By: [Signature]
Its Attorney-in-Fact, Nicole Skedel
Duly Authorized

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 854050

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *****Nicole Skedel*****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed **Fifty Four Thousand and 00/100 Dollars (\$54,000.00)**

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2009.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: Charles D. Hamm Jr.
Charles D. Hamm Jr., President
By: David A. Canzone
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of June, 2009, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Charles D. Hamm, Jr. and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



PENNY M. BURNS
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
April 04, 2012

Penny M. Burns
Penny M. Burns, Notary Public
My Commission Expires April 4, 2012

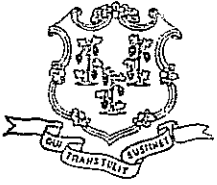
State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 27th day of June 2011.



Wan C. Collier
Wan C. Collier, Secretary



STATE OF CONNECTICUT
INSURANCE DEPARTMENT

This is to Certify, that Evergreen National Indemnity Company

having complied with the laws of the State of Connecticut, is licensed to transact in this state until the first day of May 2012, unless this license be sooner revoked, the lines of insurance numbered: 01 03 07 09 10 11 12 14

- | | |
|--|-------------------------------------|
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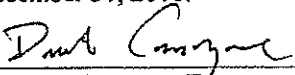
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David A. Canzone, Treasurer



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LT

DATE (MM/DD/YYYY)

05/11/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Smith Brothers Insurance, Inc. 68 National Drive, Suite 2 Glastonbury, CT 06033-4314 Jaime P. Smith		860-652-3235 860-652-3236	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ALLWA-3												
INSURED All Waste Inc. 143 Murphy Road Hartford, CT 06114		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A : Continental Western Insurance</td> <td>10804</td> </tr> <tr> <td>INSURER B : Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER C : St. Paul Fire & Marine</td> <td>24767</td> </tr> <tr> <td>INSURER D : American Insurance Company</td> <td>21857</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A : Continental Western Insurance	10804	INSURER B : Acadia Insurance Company	31325	INSURER C : St. Paul Fire & Marine	24767	INSURER D : American Insurance Company	21857	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X X	CPP0201476	01/01/11	01/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Pollution	X X	CAP0201477	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	X X	CUA0201480	01/01/11	01/01/12	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WCA0201479	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability		QI05700344	01/01/11	01/01/12	Limit 25,000,000
D	Excess Liability		SHX00073393175	01/01/11	01/01/12	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 SEE NEXT PAGE

CERTIFICATE HOLDER

TOWNOFC

Town of Canton
 4 Market Street, P. O. Box 168
 Collinsville, CT 06022-0168

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rimberley S. Connolly

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NOTEPAD:

HOLDER CODE TOWNOFC
INSURED'S NAME All Waste Inc.

ALLWA-3
OP ID: LT

PAGE 2
DATE 05/11/11

Town of Canton and its officers, employees, agents and volunteers are also included as additional insureds per policy forms.

Primary and Non-Contributory coverage is included for General Liability per policy forms.