

TOWN OF BRANT  
And  
VILLAGE OF FARNHAM

NEW YORK

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CONTRACT DOCUMENTS  
FOR  
COLLECTION, HAULING AND DISPOSAL  
OF  
MIXED MUNICIPAL SOLID WASTE AND  
SPECIFIED ITEMS AND MATERIALS  
AND  
COLLECTION, HAULING AND PROCESSING  
OF  
RECYCLABLES

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CONTRACT NO. 1- January, 2020

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CONTRACT AND AGREEMENT

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THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, by and between the TOWN OF BRANT, 1272 Brant-North Collins Road, Brant, New York 14027, hereinafter "TOWN" , and the VILLAGE OF FARNHAM, 526 Commercial Street, Farnham, NY 14061, hereinafter "VILLAGE", and

\_\_\_\_\_, hereinafter called the CONTRACTOR,

COVENANT

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised, and agreed, and do hereby undertake, promise and agree, the party of the first part for itself, its successors and assigns, and the party of the second part for itself and its heirs, executors, administrators, successors, and assigns, as follows:

CONTRACT INCLUDES:

I. The CONTRACTOR at his sole cost and expense, shall furnish all labor, material, equipment, services, permits and supervision for: the collection, hauling and disposal of Mixed Municipal Solid Waste, Yard Wastes, Bulky Wastes, Construction and Demolition Debris and

White Goods and the collection, hauling and processing of Recyclables of the TOWN and VILLAGE as specified in the proposal of said CONTRACTOR.

CONTRACTOR shall perform the work in the most thorough, workmanlike, and substantial manner, in every respect to the satisfaction of the TOWN and VILLAGE, and in the manner and within the time herein limited, and in strict accordance with the Notice to Bidder, Information for Bidders, Proposal Form, General and Special Conditions of the Contract, which are made a part of this Contract and Agreement, as fully as if the same were repeated at length herein.

**CONTRACTOR shall comply with Art. 9 of the NYS Labor law requiring payment of prevailing wages to employees (see attached Prevailing Wage Schedule).**

#### PAYMENT

II. The TOWN and VILLAGE, in consideration of the faithful performance by the CONTRACTOR of all and every one of his covenants, promises and agreements contained herein, agrees to pay the CONTRACTOR for the full completion by him of the work embraced in this Contract in the manner and within the time herein specified and limited, and price stipulated in the proposal hereto attached, such payment to be made at the time and in the manner and upon the conditions herein expressly provided.

#### EXECUTION OF CONTRACT

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

CONTRACTOR By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date

TOWN OF BRANT By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date

VILLAGE OF FARNHAM By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Date