

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON**

**CONTRACT #961-08/19/10**

**FOR THE PURCHASE OF  
ONE (1) DIESEL FUEL-FIRED TRAILER-MOUNTED  
HOT ASPHALT STORAGE UNIT  
FOR THE  
DEPARTMENT OF PUBLIC WORKS**

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**INVITATION TO BID**

Sealed bid proposals will be received at the office of the Town Administrator, Vernon Town Hall (Memorial Building), 14 Park Place, Vernon, Connecticut 06066 until 11:30 AM on August 19, 2010 at which time proposals will be opened and read aloud publicly.

A certified check or bid bond in the amount of five percent (5%) of the total bid must accompany each proposal. Proposal forms and specifications may be obtained at the office of the Town Administrator from 9:00 AM until 4:30 PM Monday through Wednesday; Thursday 9:00 AM until 7:00 PM and Fridays 9:00 AM until 1:00 PM.

Bid shall be submitted in a sealed envelope, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". In addition, the bid envelope shall be clearly marked with the **CONTRACT NUMBER**.

Requests for clarification in regard to the Invitation to Bid must be in writing and may be submitted by fax (860-870-3580) or e-mail to John Ward (jward@vernon-ct.gov) or by fax (860-870-3505) or e-mail to Dwight Ryniewicz (dryniewicz@vernon-ct.gov) by Friday, August 13, 2010. All questions and answers will be posted on the Town of Vernon website (www.vernon-ct.gov) by 5 pm on Tuesday, August 17, 2010.

The right is reserved to reject any and all bids when such action is deemed to be in the best interest of the Town of Vernon, Connecticut.

John D. Ward  
Town Administrator

## TOWN OF VERNON

### OFFICE OF THE TOWN ADMINISTRATOR VERNON, CONNECTICUT

#### **STANDARD INSTRUCTIONS TO BIDDERS**

These instructions are standard for all proposals issued by the Town of Vernon, Connecticut for the purchase of all supplies, materials, equipment and the furnishing of certain services. The Town may delete, supersede or modify any of these standard instructions for a particular proposal by indicating such change in a section entitled "Special Instructions To Bidders".

1. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
2. Proposals must be submitted on the enclosed form with any required bid security.
3. Bid shall be submitted in a sealed envelope, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN**". In addition, the bid envelope shall be clearly marked with the **CONTRACT NUMBER**.
4. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawals of bids, received later than the time and date set for the bid opening, will not be considered.
5. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
6. The bidder shall insert the price per stated unit and extend a total price for each item. **IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL PRICE EXTENSION, THE UNIT PRICE WILL GOVERN.**

7. In accordance with the provisions of Section 12-412(a) of the Connecticut General Statutes, the Town of Vernon is exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
8. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
9. The Town reserves the right to reject any and all bids, wholly or in part; to waive technical defects, and to make awards in the manner deemed to be in the best interests of the Town.
10. The Town will not accept any additional charges for freight or shipping.
11. The successful bidder must carry Workers' Compensation Insurance, a minimum of \$2,000,000/\$2,000,000/\$2,000,000 Bodily Injury Liability Insurance, a minimum of \$2,000,000 Property Liability Insurance and a minimum motor vehicle liability insurance in the amount of \$2,000,000 Single Limit, or comparable coverage's.
12. All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

The bid security shall secure the execution of the contract by the successful bidder.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days, exclusive of Saturdays, Sundays and legal holidays, after notice of the award has been mailed to the bidder, the amount so received from the bidder through his/her bond shall become the property of the Town of Vernon, Connecticut as liquidated damages for failure.

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids.

The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

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**FOR THE DEPARTMENT OF PUBLIC WORKS**

**SPECIAL INSTRUCTIONS TO BIDDERS**

1. Read all specifications carefully.
2. Information or questions concerning this contract should be directed to Dwight Ryniewicz, Fleet & Equipment Maintenance Supervisor, 375 Hartford Turnpike (Route 30), Vernon, CT 06066. Telephone 860-870-3500.
3. All insurance documents must be submitted with the executed contract. Town of Vernon must be listed as Certificate Holder and Additional Insured.
4. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract.
5. Not responsible for defects to electronically-mailed contracts.

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**SPECIFICATIONS**

**INTENT**

1. It is the intent of the following specifications to describe a diesel fuel-fired trailer-mounted hot asphalt storage unit capable of heating both hot mix and cold mix asphalt. This specification is not to be interpreted as restrictive, but rather as a guide, measure of the safety, quality and performance against which all equipment bid will be compared.
2. The storage unit will be used by maintenance and repair crews to store, heat, transport, and dispense asphalt mixes as needed to repair potholes and damage to road surfaces. The storage unit offered shall be the manufacturer's latest model. The unit must have an established record of reliability in an environment comparable to that listed here.
3. The Vendor warrants that it shall maintain a stock of spare parts. Items bid are to include all features, accessories and equipment standard for the model offered as listed in manufacturer's current brochure and further specified herein. Bidder is required to submit complete specifications and pictures of product that bidder would deliver if awarded this bid.

**COMPLIANCE TO SPECIFICATIONS**

1. Any deviation from the specification, or where submitted literature does not fully support the meeting of specifications, must be clearly cited in detail, in writing, by the bidder and submitted with the bid. No verbal interpretations will be accepted. In addition No deviations below "minimum" specifications as written will be accepted. To protect the interest of all parties, the Town of Vernon will reject delivery of equipment that does not meet the stated requirements as identified within this specification.

#### **4-TON CAPACITY HOPPER**

1. 4-ton capacity hopper with triple wall construction on front, rear, and side walls.
2. 1-1/2 inch space between material and air walls
3. 1-1/2 inch space between air and insulation walls
4. Insulated wall chambers to hold 2" of insulation blanket
5. 12 Gauge inner walls
6. 16 gauge outer walls
7. Welded baffles between inner and middle walls
8. All walls must be of one-piece design with wall to peak insulation
9. 1/4 inch floor plate with baffled heat chambers under floor
10. Door opening to provide full access to 1/4" floor plate.
11. The hopper may not be partitioned.
12. The entire length of the sidewalls and top of the hopper must be reinforced with capping channel.
13. Steel loading doors to be insulated and framed on square tubing with angle iron reinforced cross members.
14. Doors to be hinged and bolted-on, as well as greaseable for ease of maintenance.
15. A full 1 1/4" clearance shall be provided between the bottom of loading doors and the top hopper walls to prevent asphalt build up.
16. The top of all four walls shall be beveled, not flat, so asphalt does not collect and interfere with closing the loading doors.
17. Doors open with manually retractable handles that are equipped with a positive safety lock to keep doors from closing during loading.
18. Grab handles to be covered with vinyl handle grips.
19. Loading door handles to be held in position during transport with positive safety lock.
20. A non-slip hopper access platform constructed of 12-gauge raised diamond tread plate is to be installed enabling easy and safe access for cleaning and inspection.
21. All diesel burner exhaust must vent through a full flow common chimney centered in the middle of the front wall of the hopper.
22. A hopper that vents diesel exhaust into the hopper or that incorporates any type of exhaust vent restriction will not be accepted.
23. Entire hopper floor accessible with shovel no separate compartments.

#### **TANDEM AXLE TRAILER**

1. Electric brakes
2. 8-Lug Wheels
3. (Surge brakes optional)
4. Trailer to be equipped with two axles rated at 7000 pounds each.

### **TANDEM AXLE TRAILER**, continued

5. Slipper leaf spring suspension.
6. Four (4) proper rated tires for maximum GVWR to be 12 ply commercial tires.
7. Electric brakes on all four wheels with electric breakaway.
8. Trailer must attach to towing vehicle using a 2 1/2" I.D, lunette eye hitch.
9. Trailer frame to be constructed of 2"x 6"x 3/16" structural rectangular tubing with a RBM of 293,040 In. or equivalent.
10. Trailer must be constructed with a minimum of four cross members.
11. Trailer shall have a center support beam manufactured of 2" x 6" x 3/16" structural rectangular tubing or equivalent.
12. All welds to be continuous.
13. Bottom of frame is to be approximately 18 inches off the ground.
14. Fenders may be bolted to frame and fabricated of steel.
15. Fenders must have a backing plate constructed of steel.
16. Two shovel holders to be mounted on patcher.
17. Trailer hitch to be adjustable in height from 18" to 31".
18. Trailer tongue to have an 8,000 lb. bolt-on trailer jack, safety chains to be grade 70 transport chains having a 3/8" Clevis Hook with safety clip at one end.
19. Equipment certified through the NATM (National Association of Trailer Manufacturers) to meet all US DOT Federal Motor Vehicle Standards and Regulations.
19. Junction box to include circuit breakers not fuses.
20. Lighting plug is to be consistent with that used by the Town of Vernon Public Works Department.
21. Package to include spare wheel and tire.

### **DIESEL HOPPER HEAT SYSTEM**

1. Heating system shall perform in a temperature range suitable to maintain Hot Mixed Asphalt (HMA) at a usable temperature.
2. Heat asphalt cold patch to its optimum working temperature without damage to the material and reduce waste asphalt chunks (RAP) or surface millings to a malleable state.
3. Diesel burner to be bolted to separate removable, bolt-on insulated steel combustion chamber.
4. Burner assembly to consist of one diesel fuel burner, 105,000 BTU minimum, with burner guard.
5. Inspection lid to be removable without the use of tools.

### **DIESEL HOPPER HEAT SYSTEM**, continued

6. Combustion chamber shall be connected to burner box.
7. All exhaust produced by the burner shall be vented by a common chimney, above and in the front of the hopper.
8. All four hopper walls fully insulated from hopper floor to top.
9. Burner box to be constructed of 10 inch channel.
10. Removable bottom drop box insulated with inspection cover.
11. In-line quick disconnect diesel fuel filter with water separator connected to an 18 gallon bolt on fuel tank.
12. Fuel tank to be mounted between frame rails with top of tank flush to the top of rails (unless dump box capability is included).
13. Fuel solenoids shall be powered by 12-volt system.
14. A pressurized pump shall control flow of fuel to burner.
15. Spark ignition system to be powered by 12-volt battery.
16. Patcher to be equipped with an automatic recycle on spark system and a automatic shut down system safety.
17. Temperature controller to be mounted in a NEMA 3 rated electrical enclosure.

### **PAINT**

1. To be Safety Yellow or equivalent high visibility color.
2. Entire machine including all bolt on parts to be sand blasted or phosphate blasted prior to painting.
3. All accessory bolt-on parts to be painted prior to assembly to chassis.
4. All wiring, parts, regulators, etc. not to be painted.
5. Two coats primer on all parts and entire unit.
6. Two coats of urethane finish on all parts and entire unit.

### **MATERIAL METERING DOOR**

1. Single insulated door design - 18 high" x 33" wide or equivalent opening allowing full access to hopper.
2. Door to be equipped with low-friction bearings and capable of being locked in multiple open positions, metal to metal tracking systems will not be accepted.
3. The material door must be operable from the curbside, without standing in front of the material door and allowing both hands to remain one foot from the sliding material door at all times.
4. The back door must be removable with the use of a common hand wrench and an allen wrench.

## **CONTROLS**

1. To be mounted on front face of unit on the right curb side.
2. Temperature control will operate the main burner.
3. Temperature range to be 0 degrees to 350 degree Fahrenheit.
4. Temperature control thermo-couple installed in hopper wall.
5. The burner shall automatically re-light itself after a 10 degree drop in temperature.
6. A separate toggle switch controls the main burner power, warning light option, arrow stick option and 2<sup>nd</sup> burner recycling option.

## **12-VOLT BATTERY REQUIREMENTS**

1. Patcher to be equipped with one 12-volt battery per diesel burner enclosed in a protective box and mounted to front of trailer frame.

## **ARROW STICK / (NON-LED)**

1. Arrow Stick to be mounted on steel bracket in front of hopper and extend above asphalt loading doors to provide visibility from the rear.
2. Arrow stick to have multi-pattern capability and control that is protected inside an electrical enclosure located on the patcher.

## **LED UPGRADE LIGHTING/ELECTRICAL (2 LIGHTS PER SIDE)**

1. Lighting to include four 4" round RED LED Stop/Tail/Turn Lights, one ID Bar, six LED Marker Lights.
2. Red stop/tail/turn lights to be mounted in a common metal, bolt on fixture on each side of rear hopper wall.
3. Stop/Tail/Turn lighting to be placed no higher than 60" from the ground.
4. Conspicuity tape (DOT reflective tape) to be applied per NATM (National Association of Trailer Manufacturers) requirements, 7-pin round RV plug in connector.
5. All wiring to be shielded.
6. Wiring connections to be sealed in shrink-tube, covered with corrugated loom and protected by steel conduit where needed.
7. All wiring run through hopper walls will not be accepted.
8. Volt meter to be installed in common NEMA3 rated electrical enclosure.

## **WARNING LIGHT/STROBE**

1. Strobe warning beacon to be mounted on steel brackets in front of hopper and extend above asphalt loading doors to provide visibility from the rear.
2. A toggle switch inside the patcher's common electrical enclosure controls the warning light.

### **SOLVENT SPRAYER I WASHDOWN SYSTEM**

1. Bolt-on steel cylinder for storing environmentally-friendly solvent.
2. Spray container capacity to be 1-gallon.
3. Cylinder mounted curbside to the right of the shoveling platform.

### **BATTERY CHARGER**

1. A 12-volt marine battery charger, to be mounted on patcher.
2. Battery charger to be hard wired to patcher's 12-volt battery.

### **TOOL HOLDER / 5 POSITION**

1. Tool holder with capability of storing five tools to be mounted on patcher frame.

### **TWO-BURNER RECYCLING CAPABILITY**

1. A separate 12-volt battery and additional diesel burner not to exceed 105,000 BTU's shall be mounted to a combustion chamber that bolts to the center of the front hopper wall.
2. The burner must be controlled by a separate toggle switch located inside the common electrical enclosure.
3. The patcher is to include a 24-hour timer to allow the operator to start the hopper burner anytime during a 24-hour period.
4. Heat chamber shall utilize a criss-crossing flue, to direct heat in chamber from side to side of hopper and also from front to back of hopper.

### **DIESEL FUEL PREHEATER (WINTERIZATION PACKAGE)**

1. Patcher must have means of continuously preheating diesel fuel throughout the workday.

### **DUMP BOX (ELECTRIC OVER HYDRAULIC) (OPTION)**

1. Hopper shall tilt to approximately 45 degree angle by means of two 3" bore 24" tie-rod style, hydraulic cylinders with grease zerks at each end.
2. Each cylinder to rise at same flow rate and only raise the hopper and not the entire frame structure.
3. Power-source for cylinders controlling the movement of the hopper to be a 12-volt self-contained hydraulic pump.
4. Hopper movement to be activated by push-button control box connected to a 15 foot power cord.
5. Safety rod to secure hopper in up position to be incorporated into the trailer frame.

**DUMP BOX (ELECTRICAL OVER HYDRAULIC) (OPTION), continued**

6. Pump and hopper adjustment controller to be stored in lockable toolbox mounted on front of patcher frame.
7. As hopper moves up and down sub-frame remains stationary.
8. Trailer shall have adjustable outriggers at both rear corners of machine to achieve a minimum of 10% tongue weight at all times and in all positions.
9. 16 gallon fuel tank shall be mounted on the side of hopper, not on the frame rail, if Dump Body option is selected.
10. Fuel tank shall be round extending from the front to rear of hopper, bolted on to reinforced 4" overwrap of the hopper.
11. Fuel lines shall connect to front side of the fuel tank, closer to the burner, with internal fuel leads extended to the rear side of tank so fuel can be accessed when the body is in the raised position
12. Electrical enclosure installed on the rear wall of a dump box.
13. Dump box to be hinged on steel shaft pins with grease grooves and grease zerks.
14. Dump box hinges to be guarded by hinged steel plates.

**MANUALS**

1. One operator/parts/repair manual to be provided,

**FREIGHT TERMS**

1. Quoted price to be all inclusive

**WARRANTY**

1. Unit to have a one-year Warranty on all parts and labor.

**BIDDER QUALIFICATIONS**

DETAIL SPECIFICATIONS AND THE CURRENT MODEL BROCHURE OF THE EQUIPMENT BID MUST BE INCLUDED IN THE BID PACKAGE. ALL ADDITIONS, DEVIATIONS OR DELETIONS FROM THE SPECIFICATIONS IN THE BID PACKAGE MUST BE COMPLETELY DESCRIBED IN WRITING AND SUBMITTED WITH THE BID PACKAGE. NO VERBAL EXPLANATIONS WILL BE ENTERTAINED.

1. The bidder shall state the model, year and the name of the manufacturer.
2. Bids will be accepted only from equipment manufacturers or their authorized dealers, who have constructed units similar in size and design to unit specified in this bid. Bids on equipment must be on standard new equipment, latest model and in current production.

**BIDDER QUALIFICATIONS**, continued

3. Bid must include the name and address of the service provider responsible for ongoing support to the Town of Vernon .
4. Manufacturer representative must provide in-service training at the Town's convenience. In-service training cost, if any, must be included in the delivered price.
5. To ensure that manufacturer's equipment complies with federal motor vehicle safety standards, manufacturer must provide documentation that their equipment has been certified by the NATM (National Association of Trailer Manufacturers).

**OPTIONS**

1. Trailer surge brakes.
2. 8000 lb. tongue jack.
3. Directional Arrow stick.
4. LED trailer lighting.
5. Warning light LED.
6. Tool holder.
7. Tilt dump box.
8. Tool box.
9. Model GR-1600 gas powered vibratory roller with B&S engine.
10. Model GR-1600 gas powered vibratory roller with Honda engine.

Please itemize unit and options.

Total with options and without.

**TOWN OF VERNON**

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**FOR THE DEPARTMENT OF PUBLIC WORKS**

**RIGHTS & OPTIONS**

This document is only an invitation to submit proposals. The Town of Vernon reserves, at its sole discretion, the right to exercise any or all of the following rights and options with respect to this:

- To select and enter into a contract with the Contractor, who in the judgement of the Town is most responsive to this proposal, and whose equipment best satisfies the interests of the Town. Selection of a Contractor will not necessarily be made on the basis of price alone, equipment specifications, or any other single factor.
- To supplement, amend, or modify this proposal, and to cancel this proposal with or without the issuance of another proposal.
- To reject any proposal or any parts of a proposal.
- To negotiate further with Contractors on price, equipment specifications, or further amendments or other modifications to proposals to the extent deemed in the best interest of the Town.
- To enter into agreements different from those contemplated by this proposal.
- To terminate negotiations with a selected Contractor on the terms of the contracts, if, in the opinion of the Town, negotiations are not proceeding satisfactorily. The Town may then enter, at its sole discretion, into negotiations with another Contractor.
- To make negotiations and subsequent contract dependent upon the availability of municipal funding to secure the services sought in this proposal.

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**PROPOSAL**

TO: Town of Vernon  
14 Park Place  
Vernon, CT 06066

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; that it is made without any connection with any other person or persons making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Vernon (the Town) is now or will hereafter be directly or indirectly interested therein, or in any portion of the profits thereof in any manner which is unethical or contrary to law;

B. He has read the information contained herein relating to the work;

C. That in the event a Contract, as contemplated by this Proposal, is awarded to him, he will enter into a written Contract with the Town, and agrees that in case he fails to do so, the Town may determine that the bidder has abandoned the Contract, and thereupon the acceptance of this Proposal and the award shall be null and void, and that the proposal guarantee may be forfeited in whole or in part to the Town as the Town may determine, and he will, by such Contract, agree to furnish all materials herein required, within the time stipulated by the Town, will perform all services and will assume all liabilities and obligations connected therewith, all in accordance with the

Contract, Specifications, and Instructions to Bidders, all of which are made a part hereof, and will accept in full payment therefore the following sums, to wit:

**BID PROPOSAL**

The undersigned representative of \_\_\_\_\_ hereby submits the following bid proposal on the equipment and/or work as specified:

- 1. Total cost including training for one (1) a diesel fuel-fired trailer-mounted hot asphalt storage unit.

\_\_\_\_\_ DOLLARS      \$ \_\_\_\_\_  
\_\_\_\_\_

2. OPTIONS:

- a. Trailer surge brakes. \$ \_\_\_\_\_
- b. 8000 lb. tongue jack. \$ \_\_\_\_\_
- c. Directional Arrow stick. \$ \_\_\_\_\_
- d. LED trailer lighting. \$ \_\_\_\_\_
- e. Warning light LED. \$ \_\_\_\_\_
- f. Tool holder. \$ \_\_\_\_\_
- g. Tilt dump box. \$ \_\_\_\_\_
- h. Tool box. \$ \_\_\_\_\_
- i. Model GR-1600 gas powered vibratory roller with B&S engine. \$ \_\_\_\_\_
- j. Model GR-1600 gas powered vibratory roller with Honda engine. \$ \_\_\_\_\_

Please itemize unit and options.

- 3. BID BOND ATTACHED:      YES \_\_\_\_\_ NO \_\_\_\_\_

4. Bidder shall submit the name, address, responsible party and phone number of four or more municipalities where comparable equipment was purchased. If none, state so.

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

5. The undersigned declares that the signer of this proposal is:

(a) INDIVIDUAL doing business as

(b) PARTNERSHIP doing business as

(c) CORPORATION entitled

organized under the laws of the State of \_\_\_\_\_ and having its principal offices at

The names of all partners of a partnership or the principal offices of a corporation will be submitted upon request.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Firm Name

---

Print Street Address

---

Print City, State and Zip Code

---

Contact Name

---

Area Code and Telephone Number

---

Area Code and Telecopier (Fax) Number

I, \_\_\_\_\_, hereby certify that I do not hold any executive or appointive office in the government of the Town of Vernon; furthermore, I do not anticipate holding or seeking office in the Town of Vernon for the duration of this contract. I further certify that the firm, which I represent, as named above, is an Equal Opportunity Employer.

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Date

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Signature

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**CONTRACT**

This agreement, made and concluded by and between the Town of Vernon, a Municipal corporation organized and existing under the laws of the State of Connecticut, acting herein by its Town Administrator duly authorized, hereinafter designated the "Town" and \_\_\_\_\_ (being the party named in the attached copy of the proposal) hereinafter designated the "Contractor".

A. WITNESSETH, That said Contractor has agreed, and by these presents does for his, their, or its heirs, executors, administrators, successors, and assigns covenant, promise and agree to and with the said Town, for the consideration hereinafter mentioned and contained, and under the penalty expressed in bonds hereunto annexed, that the said Contractor shall and will, at his, its, or their own proper charge, cost and expense furnish all materials in accordance with this contract and the specifications which are a part hereof, viz.;

**FOR THE PURCHASE OF ONE (1) DIESEL FUEL-FIRED**  
**TRAILER-MOUNTED HOT ASPHALT STORAGE UNIT**  
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all to be in accordance with the terms of the proposal for said material submitted to the Town Administrator of the Town, and made part of this contract.

B. TOWN ADMINISTRATOR TO BE JUDGE. The Town Administrator of the Town and his duly authorized representatives, hereinafter referred to as the "Administrator" shall be judge of the character, nature and fitness of all the materials furnished under this contract.

C. (1) CONTRACTOR RESPONSIBLE FOR WHOLE WORK. The Contractor shall be responsible for the entire work until its final acceptance, and any unfaithful or

imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the Administrator.

(2) DEFECTS IN MATERIAL. In the case the nature of the defect(s) is such that it is not expedient to have them corrected, the Administrator shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts such sum of money as he considers a proper equivalent for the difference between the value of the materials specified and that furnished, or a proper equivalent for the damage.

(3) PARTIAL PAYMENT NOT ACCEPTANCE. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the Town, nor the presence of the Administrator or inspectors, or their supervision or inspection of work or materials, shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

D. (1) COMMENCEMENT AND COMPLETION OF WORK. The Contractor shall furnish the material contracted for within the time stated therefore in the specifications for this work.

(2) EXTENSION OF TIME. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the Town, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Administrator, provided, however, that no claim for an extension of time for any reason shall be allowed, unless, within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed, shall be given by the Contractor to the Administrator.

(3) TIME LIMITS. All time limits stated in the Contract Documents are of the essence of the Contract.

E. (1) CONTRACTOR'S DUTIES AND LIABILITIES. The Contractor shall comply with all local, state and national laws and regulations, and with all Town ordinances in the prosecution of the work, and shall secure all necessary permits and licenses.

(2) CONTRACTOR LIABLE FOR DAMAGES.

a. The Contractor shall indemnify and save harmless the Town, its officer, agents and servants against and from all damages, costs and expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials or labor used or employed in the execution of this contract, and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor, or of or from any negligence in guarding said work, or of or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said Town from all claims under the Workmen's Compensation Act arising under or out of this contract.

b. Employees' Compensation Insurance shall be as provided by Connecticut law and custom.

c. See specifications for required types of insurance.

d. Sub-contractors must be protected by insurance the same as the principal contractor.

e. It is agreed between the parties hereto that the amount of insurance set forth above does not in any way limit the liability of the Contractor to the Town by virtue of his promise to hold the Town harmless so that in the event that any claim results in a settlement or judgment in any amount above said limits, the Contractor shall be personally liable to the Town for the difference.

f. Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and a new certificate furnished to the Administrator.

g. Failure to provide the required insurance and certificates may, at the option of the Town, be held to be a willful violation of this Contract.

(3) PATENTS. The Contractor shall defend any suits or proceedings brought against the Town for alleged infringements of patents by or by reason of any material furnished under this contract, and shall pay any damages or costs that may be awarded against the Town as a result of such suits, free of all expense to the Town.

F. AVOIDANCE OF CONTRACT. If this Contract shall be assigned without the written consent of the Administrator, or if at any time the Administrator shall be of the opinion that the work on said material is necessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said material cannot be supplied within the required time, the Administrator may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take appropriate measures, in the judgment of the Administrator, to insure the satisfactory completion of the work, he may notify the Contractor in writing, to discontinue all work on said material under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work and cease to have the right or claim to possession of the material; and the Town may, by means of such other agents or contractors as shall to it seem advisable, complete the work herein described, or such part thereof as it may deem necessary, and may take possession of and use such materials, except as otherwise provided. The Contractor shall not remove any portion of the materials after receiving such notice as aforesaid. And said Town is hereby authorized and empowered to apply sums of money due or to become due to said Contractor under this Contract by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

G. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for furnishing such materials, the amount stated in the proposal, or the sums of money computed at the several unit prices stated in the proposal submitted by the Contractor to the Administrator. A copy of the proposal is made a part of this Contract. The Town may make such deductions from these sums as are provided for in this Contract.

(2) FINAL COMPLETION AND FINAL PAYMENT. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of Final Application for Payment, the Administrator will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the contract fully performed, he will promptly issue a final Certificate of Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Administrator's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein had been fulfilled.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment

(3) NO INTEREST TO BE PAID. No interest is to be allowed or paid by the Town upon any monies retained under the provisions of this contract.

H. CONTENTS OF CONTRACT. The information for bidders, the proposal, the specifications, together with special provisions following herewith, and the bond and any and all additions which may be inserted or attached to any, or all of the sections as listed above, together with the drawings named in the information for bidders are made a part of this Contract.

I. AUTHORITY AND DUTIES OF INSPECTOR. An Inspector is a representative (but not a duly authorized representative as referred to in Article B of this Contract) of the Administrator assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor. Inspectors shall be authorized to inspect all work done on materials furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. In case of dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue can be referred to and decided by the Administrator. The Inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the plans and specifications. The Inspector shall not act as foreman or perform other duties of the Contractor nor interfere with the management of the work by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Administrator of the Town in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.

J. FAIR EMPLOYMENT PRACTICES. The Contractor hereby agrees that neither he nor his subcontractors will refuse to hire or employ or to bar or to discharge from employment an individual or to discriminate against him in compensation or in terms, condition or privilege of employment because of race, color, religious creed, age, sex, national origin or ancestry, except in the case of bona fide occupational qualification or need.

The Contractor further agrees that neither he nor his subcontractors will discharge, expel or otherwise discriminate against any person because he has opposed any unfair employment practice or because he has filed a complaint or testify or assisted in any proceeding under Section 31-127 of the Connecticut General Statutes. The advertisement of employment opportunities will be carried out in such manner as not to restrict such employment so as to discriminate against individuals because of their race, color, religious creed, age, sex, national origin or ancestry, except in the case of a bona fide occupational qualification or need.

The terms stated above are taken from Section 31-126 of the Connecticut General Statutes, "Unfair Employment Practices".

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

L. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986. The Contractor hereby agrees that he is aware of and has complied with the hiring and documentation requirements of the Immigration Reform and Control Act of 1986.

The Contractor agrees that it has asked for and examined documentation in order to verify the legal employability of its employees and has executed the appropriate forms attesting thereto pursuant to the Act.

The Contractor further agrees to indemnify and hold the Town harmless from any costs and/or penalties incurred, including but not limited to fines, attorney's fees and costs arising from a claim of violation of said Act.

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

O. ANTI-TRUST PROVISIONS. The Contractor or Subcontractor offers and agrees to assign to the Town all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the Town awards or accepts such contract, without further acknowledgement by the parties.

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

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed in the presence of:

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

THE TOWN OF VERNON:

By: \_\_\_\_\_  
John D. Ward  
Town Administrator

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

\_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed in the presence of:

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

By: \_\_\_\_\_  
Name:  
Title:

