PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON

CONTRACT #999-10/24/13

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY LOCATED AT 100 WINDSORVILLE ROAD, VERNON, CT

TABLE OF CONTENTS

INVITATION TO BID	IB-1 thru IB-1
STANDARD INSTRUCTIONS TO BIDDERS	I-1 thru I-1
SPECIAL INSTRUCTIONS TO BIDDERS	SI-1 thru SI-1
SPECIFICATIONS	S-1 thru S-2
PROPOSAL	P-1 thru P-3
CONTRACT	C-1 thru C-5

LEGAL NOTICE

TOWN OF VERNON

CONTRACT #999-10/24/13

RFP

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

INVITATION TO BID

The Town of Vernon, Connecticut is seeking to purchase an animal caging system for the Animal Control Facility located at 100 Windsorville Road, Vernon, Connecticut. A firm must have demonstrated experience in providing such service and adhere to standards and requirements typical for such service.

Copies of the RFP are available from the office of the Town Administrator from 9:00 AM until 4:30 PM, Monday through Wednesday, 9:00 AM until 7:00 PM on Thursday, and 9:00 AM until 1:00 PM on Friday; or anytime online at http://www.vernon-ct.gov/legal-notices with reference to Contract #999-10/24/13.

All questions about the proposals should be directed to John D. Ward, Town Administrator, by e-mail at jward@vernon-ct.gov, with copies to Robert Kleinhans, Director of Public Works, by e-mail at rkleinhans@vernon-ct.gov, no later than 3:30 PM on September 18, 2013. Answers to all so received questions shall be posted by October 21, 2013 on the Town's website under the bid section at http://www.vernon-ct.gov/legal-notices with reference to Contract #999-10/24/13.

Two (2) copies of all proposals should be submitted in a sealed envelope, with "**BID DOCUMENT – DO NOT OPEN – CONTRACT #999-10/24/13**" clearly marked on the outside of the envelope, to: John D. Ward, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by **12:30 PM on 10/24/13**; at which time proposals shall be opened and read aloud publicly. E-mailed bids will not be accepted.

The selected firm must meet all municipal, state and federal AA and EEO practices and requirements. MBEs/WBEs/SBEs are encouraged to apply. The Town reserves the right to reject any or all proposals in whole or part, to award any one service or group of services or all services, to negotiate with any or all companies submitting proposals, and to enter into an agreement with any company for any services mentioned in this RFP; if it is deemed to be in the best interest of the Town.

Confidentiality: If Respondent believes that any information in its proposal should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential materials from disclosure to non-Town employees to the extent required by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

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.

3) Bids shall be submitted in sealed envelopes, which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "**BID DOCUMENT - DO NOT OPEN - CONTRACT #999-10/24/13**".

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.

TOWN OF VERNON

CONTRACT #999-10/24/13

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

SPECIAL INSTRUCTIONS TO BIDDERS

1) Read all specifications carefully.

2) Information or questions concerning this contract should be directed to Robert J. Kleinhans, Director of Public Works, 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.

TOWN OF VERNON

CONTRACT #999-10/24/13

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

SPECIFICATIONS

DESCRIPTION:

1. The work covered by this section describes an animal caging system to be utilized by the Town of Vernon, CT – Department of Animal Control. This specification is not to be interpreted as restrictive, but rather as a guide, measure of safety, quality and performance against which all equipment bid will be compared. The unit will be installed indoors and used by Animal Control staff to cage animals. The unit must have an established record of reliability in an environment comparable to that listed here.

2. 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.

GENERAL REQUIREMENTS:

1. The Town is seeking to replace caging for fourteen existing runs. Vendor will provide all material for the fourteen runs. Vendor may offer an option for labor to install the new caging systems. The Town will provide labor to remove all existing caging.
2. The Contractor shall be responsible for conforming to all applicable safety codes pertaining to the work. All work to be completed in a workmanlike manner.
3. At completion of work, remove from site all debris, tools, scaffolds, apparatus, and appliances used in connection with work. Leave site in clean condition.
4. Any change in the scope of the project will be made in writing to the Town's representative and no additional work will be completed without the prior written approval of the Town.

MATERIAL SPECIFICATIONS

1. Fourteen (14) Runs Aluminum Framed Fiberglass Reinforced Plastic (FRP) Isolation Panels

Panels shall be constructed of an outer framework of aluminum U-channel ¾" x ¾"x 1/8" thick. Internal braces shall be aluminum H-channels 1½" x ¾"x 1/8" thick. Bottom portion of isolation panel shall be .030" FRP bonded on each side of a .400" HDPE substrate (48" high). Solid panels to be perimeter sealed to the aluminum framework (72" high). Upper portion shall be one of the following materials (#1).

a. 1" grid polyethylene structural foam 7/16" thick (24" high).

b. Stainless steel welded wire. Wire panes shall be welded at each juncture and shall consist of 1/8" diameter vertical wires with 1½" spacing between wires and ¼" diameter horizontal wires with 4¼" spacing between wires. Wire panels shall be contained by means of a semi rigid PVC extrusion inset into the aluminum framework.

2. Fourteen (14) Runs Aluminum Sloped Floor Mounting System

Aluminum T-flange shall be 2½"wide at its base and shall extend upward to a height of about 3". Isolation panel bottom rail extrusion shall be made of solid extruded aluminum and shall be dimensioned to fit over the T-flange so that the isolation panel can be leveled and secured.

3. Twenty-eight (28) Chainlink Stall Front Gate

Gate and stall front frames shall consist of 1"x16 gauge (.065 wall) square welded stainless steel tubing with 180 grit polish. Each corner of the frame shall be TIG welded. Gate grids shall be constructed of 304 stainless steel wire 1/8" in diameter in the vertical direction with 1" spacing between wires, and 304 stainless steel wire ¼" in diameter in the horizontal direction with 3-9/16" or less spacing between wires. Horizontal and vertical wires shall be resistance welded at each juncture. Gate hinges shall consist of two 3/8" diameter stainless steel hex head screws which shall be threaded into stainless steel tapped plugs inserted into the top and bottom of the door frame. Each plug shall contain a nylon pivot bushing for smooth precision rotation. Stainless steel two-way latch shall open both outward and inward. The latch shall secure automatically when gate is closed from the outward position and shall be designed to accept a padlock. The two-way latch bar, the latch catch, and the swing pendant shall be made from 304 stainless steel.

4. Fourteen (14) Kennel Doors

Vertical sliding doors shall be 1/4" thick, low stress translucent polypropylene. Channels shall be solid extruded aluminum 6063-T6. Doors are raised or lowered by pulling or releasing a 3/16" clear vinyl-coated stainless steel wire cable that is secured to the top of the door.

5. Chainlink Isolation Panel

All exterior frameworks shall be made from structural grade steel tubing, 1" pipe size O.D. Upper chainlink portion of isolation panel shall be uniform 1" mesh in #11 gauge smooth wire. Upper chainlink and solid bottom portions shall be separated by horizontal brace made from 1" O.D. tubing. Bottom portion of isolation panel shall be 48" high, shall be installed with ¾" wide keyhole clamps spaced on 8" and shall be the following material - stainless steel sheets of #24 gauge shall be installed with stainless steel keyhole clips and spot welded.

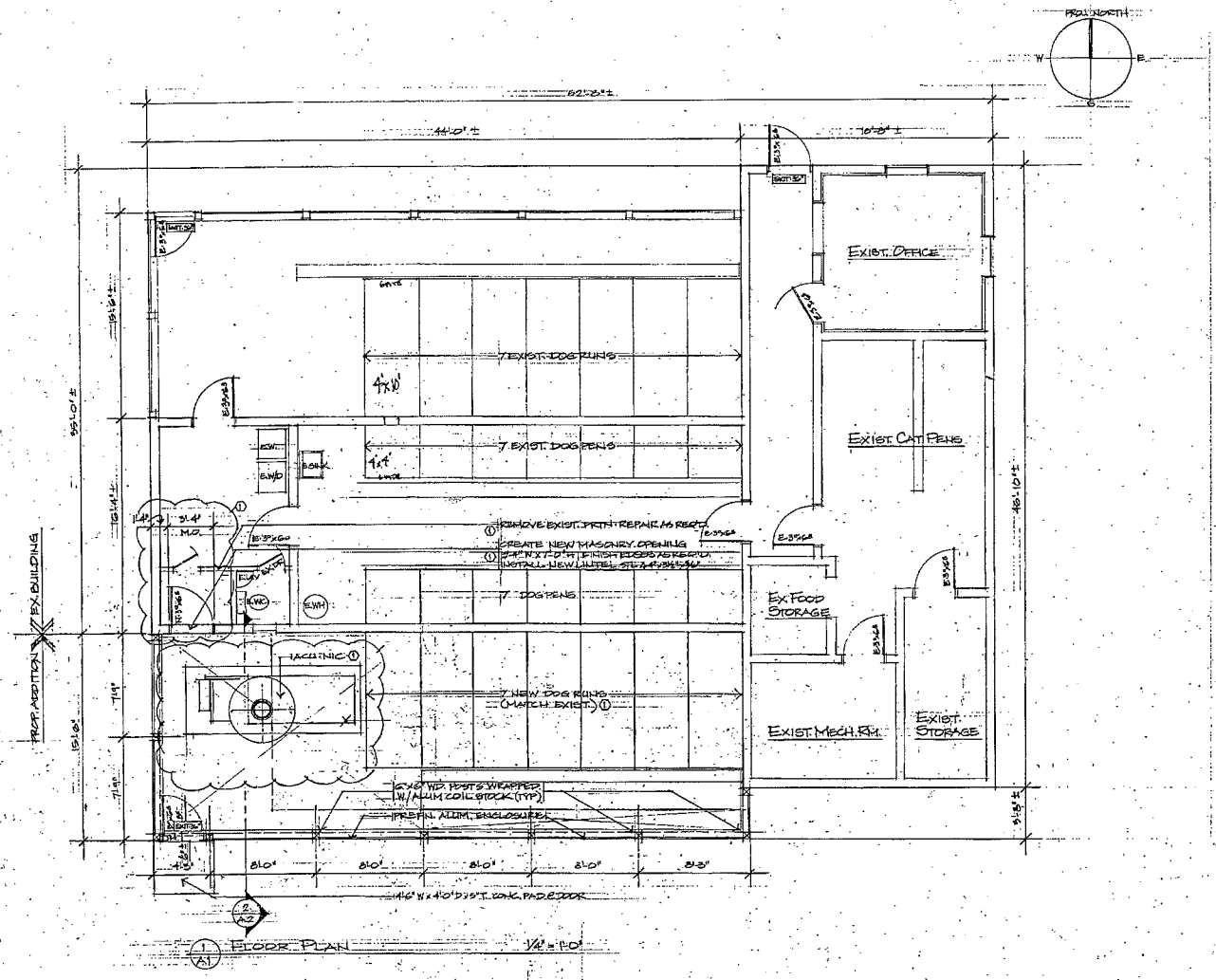
6. Fourteen (14) Runs Isolation Channel

Isolation channel shall be extruded aluminum.

7. Fourteen (14) Runs Overhead Braces.

DRAWING

See separate document entitled "Alterations to Animal Control Facility" - Floor Plan.



Building Code Summary

PROJECT: ALTERATIONS TO ANIMAL CONTROL FACILITY
ADDRESS: 100 WINDSORVILLE ROAD, VERNON, CT
OWNER: TOWN OF VERNON

BUILDING CODE SEARCH: APPLICABLE CODES
STATE OF CONNECTICUT BUILDING CODE – 2003, which includes
- ICC INTERNATIONAL EXISTING BUILDING CODE – 2003
- ICC INTERNATIONAL BUILDING CODE – 2003
- ICC INTERNATIONAL PLUMBING CODE – 2003
- ICC INTERNATIONAL MECHANICAL CODE – 2003
- NATIONAL ELECTRIC CODE (NFPA 70) – 2005
- ICC INTERNATIONAL ENERGY CONSERVATION CODE – 2006
- ICC/ANSI A117.1 (ACCESSIBILITY STANDARDS) – 2003, AND

STATE OF CONNECTICUT FIRE SAFETY CODE – 2005, which includes
- NFPA LIFE SAFETY CODE (NFPA 101)

USE GROUP CLASSIFICATION(S) (IBC CHAPTER 3):
- B BUSINESS (ANIMAL POUNDS)

TYPE(S) OF CONSTRUCTION (IBC CHAPTER 6):
- V-B (FKA COMBUSTIBLE, UNPROTECTED) – EXISTING BUILDING

FLOOR AREAS / HEIGHTS (IBC TABLE 503):
FOR BUSINESS USE:
- TABULAR AREA FOR B BUSINESS, V-B = 9,000 SF (AT FIRST FLOOR)
- TABULAR HEIGHT FOR B BUSINESS, V-B = TWO STORIES, 40 FEET

FLOOR AREAS / HEIGHTS (ACTUAL):
FOR BUSINESS USE:
- EXISTING FIRST FLOOR AREA AT POUND = 2,367.5 SF (AT FIRST FLOOR)
- PROPOSED FIRST FLOOR AREA AT POUND = 2,942.3 SF (AT FIRST FLOOR)
- EXISTING HEIGHT AT POUND = ONE STORY, 10.5 FEET (+/-)
- PROPOSED HEIGHT AT POUND = ONE STORY, 10.5 FEET (+/-)

FIRE RESISTANCE RATINGS – CONST. TYPE V-B (IBC TABLE 601):
- STRUCTURAL FRAME = 0 HOURS
- EXTERIOR BEARING WALLS = 0 HOURS
- INTERIOR BEARING WALLS = 0 HOURS
- EXTERIOR NONBEARING WALLS = 0 HOURS
- INTERIOR NONBEARING WALLS = 0 HOURS
- FLOOR CONSTRUCTION INCLUDING BEAMS + JOISTS = 0 HOURS
- ROOF CONSTRUCTION INCLUDING BEAMS + JOISTS = 0 HOURS

FIRE SUPPRESSION (IBC SECTION 903.3 AND 903.2.9):
- SUPPRESSION NOT REQUIRED FOR USE GROUP B
- SUPRESSION NOT REQUIRED FOR THIS BUILDING

FIRE ALARM SYSTEM (IBC SECTION 907.2 AND 907.2.3)
- FIRE ALARM SYSTEM REQUIRED FOR USE GROUP B WHEN
  - OCCUPANT LOAD EXCEEDS 499 PERSONS
  - OCCUPANT LOAD ABOVE OR BELOW LEVEL OF EXIT DISCHARGE EXCEEDS 100 PERSONS
- FIRE ALARM SYSTEM NOT REQUIRED FOR THIS BUILDING

OCCUPANT LOADS (IBC TABLE 1004.1.2):
FOR BUSINESS USE AT FIRST FLOOR:
- FIRST FLOOR – 2942.3 SF @ 100 SF PER PERSON = 29 PERSONS
- TOTAL OCCUPANT LOAD = 29 PERSONS

EGRESS COMPONENTS (IBC TABLE 1005.1):
FOR BUSINESS USE AT FIRST FLOOR:
- EGRESS COMPONENTS – OTHERS
- REQUIRED DOORS, ETC. @ 0.2 INCHES PER PERSON x 29 PERSONS = 34 INCHES REQUIRED
- BUILDING HAS TWO EXISTING DOORS @ 36 INCHES = 72 INCHES PROVIDED

NUMBER OF EXITS (IBC TABLES 1014.1 and 1014.2):
FOR BUSINESS USE AT FIRST FLOOR:
- BUSINESS USE WITH ONE STORY AND OCCUPANCY OF 50 OR FEWER AND TRAVEL DISTANCE OF 75 FEET OR LESS MAY HAVE ONE EXIT.
- OCCUPANT LOAD IS 29 PERSONS; MAXIMUM TRAVEL DISTANCE IS 50 FEET.
- BUILDING MUST HAVE TWO EXITS; ADDITION WILL HAVE A THIRD EXIT.

ACCESSIBILITY (IBC CHAPTER 34):
- PROPOSED ADDITIONS MUST CONFORM TO REQUIREMENTS FOR NEW CONSTRUCTION PER SECTION 3409.4; EXISTING BUILDING HAS ONE ACCESSIBLE ENTRANCE.
- ADDITION WILL BE ACCESSIBLE; EXISTING SPACES WILL REMAIN UNCHANGED.

LIVE LOADS (IBC TABLE 1607.1) AT ADDITION:
- FIRST FLOOR LOBBIES AND CORRIDORS = 100 PSF
- FIRST FLOOR OFFICES = 50 PSF
- EXISTING AND NEW FLOORS ARE CONCRETE SLAB-ON-GRADE FLOORS; ALL FLOORS CONFORM TO CODE REQUIREMENTS.

ALTERATIONS TO ANIMAL CONTROL FACILITY
100 WINDSORVILLE ROAD, VERNON, CT
FOR: TOWN OF VERNON, CONNECTICUT

THE ARCHITECTS
Robert B. Hurd, AIA
56 Arbor Street
Hartford, CT 06106
Tel. 860-232-7797
Connecticut and Rhode Island

ALL CONTRACTORS SHALL VERIFY ALL EXISTING CONDITIONS, MATERIALS, AND DIMENSIONS BEFORE COMPLETING PRICING, ORDERING, FABRICATING AND/OR ASSEMBLING ANY AND ALL PARTS OF THE WORK.

FLOOR PLAN

SCALE: AS NOTED
DATE: 14 MAY 2010

REVISIONS: ① NO ADDITIONAL 2015

PROJ. No. 1/102
DWG. No.
A1

TOWN OF VERNON

CONTRACT #999-10/24/13

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

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 to supply all material on Town of Vernon site.

_____DOLLARS

$_____

1B) OPTION - Labor to install caging

_____DOLLARS

$_____

Name, address and insurance information of installer if subcontracted

_____

2) WORK SHALL BE COMPLETED 45 CALENDAR DAYS FROM CONTRACT AWARD. EXTENSION SUBJECT TO WRITTEN APPROVAL BY DIRECTOR OF PUBLIC WORKS.

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 work was completed. 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

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.

_____ _____
Date Signature

TOWN OF VERNON

CONTRACT #999-10/24/13

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

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 _____ 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.;

PURCHASE OF ANIMAL CAGING SYSTEM FOR THE ANIMAL CONTROL FACILITY

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 _____, 2013.

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 _____, 2013.

Signed in the presence of:

_____

_____

By:_____
Name:
Title: