

**TOWN OF VERNON**

**CONTRACT #1044 – 11/07/13**

**FOR**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT,  
CENTRIFUGAL PUMPS AND MOTOR ASSEMBLIES  
FOR THE PHOENIX STREET PUMP STATION**

**LEGAL NOTICE**

**INVITATION TO BID**

**TOWN OF VERNON**

**CONTRACT #1044-11/07/13**

**FOR**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS  
AND MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

Sealed bid proposals for furnishing two (2) vertical close coupled, dry pit, centrifugal pumps and motor assemblies for the Phoenix Street Pump Station owned by the Town of Vernon, will be received at the Office of the Town Administrator, Vernon Town Hall (Memorial Building), 14 Park Place, Vernon, Connecticut 06066 until 11:00 a.m. on November 7, 2013, 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 from the Office of the Town Administrator from 8:30 a.m. until 4:30 p.m. Monday through Wednesday; Thursday 8:30 a.m. until 7:00 p.m.; and Fridays 8:30 a.m. until 1:00 p.m.

Questions about this proposal are to be submitted electronically to [dignatowicz@vernon-ct.gov](mailto:dignatowicz@vernon-ct.gov) and will be accepted up to 5:00 PM on Thursday, October 31, 2013. Answers to all so received questions shall be posted by 5:00 PM on Friday, November 1, 2013 on the Town's website under the bid section at <http://www.vernon-ct.gov/legal-notices> with reference to Contract #1044-11/07/13.

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 proposal; if it is deemed to be in the best interest of the Town.

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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 Instruction 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. 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". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid".
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 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 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, at a minimum, insurance coverage in the below listed categories:

**Commercial General Liability**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability**

Each Accident:	\$1,000,000
Hired/Non-owned Auto Liability	\$1,000,000

Coverage should include following all applicable local, state, and federal laws related to transportation of materials, including MCS-90 provisions.

**Excess (Umbrella) Liability**

Each Accident:	\$1,000,000
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**Workers Compensation/Employers Liability**

Workers Compensation	Statutory Requirement set forth by State of Connecticut
Employers Liability	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each employee	\$ 100,000

12. All bids must be accompanied by a 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 securities of the other bidders will be returned within five (5) weekdays after the opening of the bids with the exception of the first three low bidders. The bid security of the first three bidders, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than thirty (30) 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.

**SPECIFICATIONS**

**TOWN OF VERNON**

**CONTRACT #1044-11/07/13**

**FOR**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS  
AND MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

**WASTEWATER PUMPING EQUIPMENT SPECIFICATION**

Furnish (2) end suction dry-pit, vertical close coupled, centrifugal, solids handling flooded suction pumps designed specifically for pumping raw wastewater, with vertical coupled motor. Each pumping unit shall include pump and vertical motor. All pumps shall be capable of passing a minimum 3-inch diameter spherical solid without adverse effects on pumping operational characteristics. The pumps shall be designed for continuous operating service and constructed as follows to meet the intended service. Pumps shall be warranted for a period of two full years after date of shipment.

Pumps shall be Cornell 4NHDH – VM25 Vertical Close Coupled Mounted solids handling, end suction centrifugal pump, or equal, with the following design conditions:

**TABLE 1**

Design Capacity	600 USGPM,
Pumpage Temp	70.0 Deg f
Design Total Head	65.6 Ft.
Max. NPSHR @ Design Pt.	10.0 Ft.
Second Design Capacity	720 USGPM
Second Design Head	59.8 Ft
Third Design Capacity	480 USGPM
Third Design Head	70.8 Ft.
Min. Shut Off Head	91.8 Ft.
Maximum Speed	1200 RPM
Min. Efficiency Design Point	53.0 %
Secondary Efficiency Point	52.0 %
Third Efficiency Point	52%
Suction Size	4.0”
Discharge Size	4.0”
Min. Solids Capability	3.00”
HP required at Operating Point	25 HP (Maximum)

Cornell Pump Company of Portland OR is the basis of design. This is an “or equal” specification. Any other pumps must be pre-approved at least 14 days prior to actual bid date.

**ALL EQUIPMENT SHALL CONFORM TO THE FOLLOWING CRITERIA:**

- a. Equipment shall be a manufacturer's standard product presently in commercial production. All equipment furnished under these specifications shall be new and unused. Pumps shall be standard product and will be manufactured, assembled and tested in North America meeting ISO9001.
- b. All equipment and materials specified under this section shall be products of manufacturers regularly engaged in the production of said equipment and materials.
- c. Conform to requirements for material, installation and equipment approvals of state, local, Underwriter's Laboratories, Inc., or other applicable codes, whether or not indicated or specified.
- d. Workmanship shall be first class in all respects.
- e. The pumps shall fit in the existing pump station with no piping, fitting or valve modifications. They shall be a direct bolt in replacement. The existing pump stand and base elbow shall remain in place.
- f. Base the use of unspecified materials on their continuous and successful employment under similar conditions, as called for in this section.
- g. Equipment supplied shall be the manufacturer's latest and proven design and shall meet all requirements as stated for the items specified. These specifications call attention to certain features but do not purport to cover all details entering into the design of the equipment.
- h. Pump manufacturers shall certify proof of successful pump operating experience during the last 5 years of five different installation of equipment comparable to that specified herein.
- i. On request from the Town, the equipment manufacturer shall provide proof or evidence of facilities, equipment and skill required to produce the equipment specified herein.
- j. All pipe and fittings if specified shall be inspected and tested at the foundry as required by the standard specifications to which the material is manufactured.
- k. Insofar as possible, gate, ball, plug, and check valves if specified shall be the product of one manufacturer who has had long experience in the design of valves and whose products have proven reliable in service in similar installations over a reasonable period of years. The valves shall be designed so the parts subjected to wear may be easily replaced and shall be constructed of wear resistant material.

**DELIVERY AND STORAGE:**

All equipment materials and spare parts shall be shipped complete and ready for installation except where partial disassembly is required by transportation regulations, it is recommended by the manufacturer or for protection of components.

All anchor bolts and embedded items required for complete installation or mounting, holding down or supporting of equipment to be furnished under this section including necessary location drawing and templates required to install these items in concrete, masonry, etc., shall be furnished and delivered to the site by the manufacturer of the equipment furnished under this section. Delivery of these items shall be as required by the overall construction schedule.

Spare parts shall be packed in containers bearing labels clearly designating contents and pieces of equipment for which intended. Spare parts shall be delivered to the site at the same time as the basic equipment.

**SYSTEM DESCRIPTION:**

Pump and motor assemblies for each new pump shall consist of a pump, motor with parameters as specified in Table 1 above, including pump, mechanical seal, motor and electrical system interface, and all associated work, including equipment and accessories, required to provide a complete, operational pump unit. The bearings shall have a minimum L10 life rating of 50,000 hours. A complete bearing life and shaft stress loading calculations shall be provided by the pump manufacturer to show compliance with this requirement.

This specification directs special attention to certain features, but does not purport to cover all details of the design, and manufacture of the pumping equipment. The characteristics of each pump shall be such that it shall not overload the motor at its nameplate horsepower rating, exclusive of service factor, over the entire pump curve. The pumps shall be designed to operate on a continuous basis at the specified design points without cavitation, excessive noise or vibration, and without causing damage to seals, bearings, casings or impellers.

The pumps, motors and accessories shall be designed to sustain operation at maximum reverse runaway speed without damage to any components. All electrical and mechanical safety equipment necessary to meet this requirement shall be provided.

The pumps and motors shall be designed and constructed to minimize the generation of excessive noise, The sound pressure level created by the pumps and motor at the design points under full load shall not exceed ninety (90) decibels (A scale) above three hundred (300) cycles per second, when measured at a point not exceeding five (5) feet from the pump or motor.

**WARRANTY:**

The equipment manufacturers (including pump and motor manufacturers) shall each individually and separately warranty that the equipment they supplied under this Section fully meets the criteria specified herein, and shall further warranty that the equipment is free from all defects in material and workmanship.

The manufacturer's warranties from defects shall contain a provision that the manufacturer shall repair or replace any defects, to the satisfaction of and at no additional cost to the Town for a period of twenty-four (24) months from the date of shipment of the equipment.

**PAINTING:**

Prior to shop coating, all surfaces of the pumps, motors, and accessories shall be thoroughly clean, dry, and free from all mill-scale, rust, grease, dirt, paint and other foreign matter.

All ferrous surfaces shall be sandblasted or pickled according to SSPC-SP6 or SSPCt-SP8 respectively.

All gears, bearing surfaces and other surfaces obviously not to be painted shall be given a heavy coat of grease or other suitable rust resistant coating, unless otherwise specified herein. This coating shall be maintained, as required, to prevent corrosion during periods of storage and installation.

Each pump shall be shop coated with Intertol Rust-inhibitive No. 621 as manufactured by Koppers Company Inc. or with Chem-Prime No. 77 as manufactured by Tnemec or equal.

**PUMP VOLUTE (CASING):**

The pump casing shall be designed for the type of service herein specified and shall be of sufficient strength, weight, and metal thickness to insure long life, accurate alignment and reliable operation. The volute of the pump casing shall have smooth fluid passages large enough at all points to pass any size solid which can pass through the impeller and provide smooth, unobstructed flow.

The pump casing shall be tangential discharge of back pullout design allowing for removal of rotating element without disturbing piping connections. All casing sections shall have heavy wall thickness to provide long life under abrasive and corrosive operating conditions. The pump volute casing shall have connections for vents and drains (1/2" minimum – 14 NPT) and shall be constructed of fine grain Cast Iron of ASTM A48 Class 30. A hand hole shall be provided in the casing to provide convenient access to the impeller and interior parts of the pump. The inner contours of the handhole cover shall match the contours of the adjacent casing.

All mating surfaces shall have register fits to ensure proper alignment. The suction and discharge connections shall be ANSI Class 125# flat face drilled flanges. Flange face surface finish shall be a minimum of 250 micro-inch finish.

No stationary guides shall be permitted on either the suction or discharge sides of the casing. One pump shall be provided with clockwise rotation and the second pump shall be provided with counter clockwise rotation.

**SHAFT SEAL COVERS:**

The seal housing shall be cast integrally with the dished backside plate. The shaft seal covers shall be made of the same material as that used in the casing.

The suction port of the volute case shall be finished to receive a 125 pound ANSI flat faced flange with drilled and tapped screw holes. The volute case and the vertical coupled type pump shall be designed and fabricated to rest on a standard base elbow.

**IMPELLER:**

The impeller shall be constructed of heavy section Cast Iron of ASTM A48 Class 30, Delta Design, Vortex Type and shall pass a 3" diameter soft solid as well as stringy material. The Delta impeller shall create two distinct vortices that creates a double vortex pumping action. Impellers will have backvanes to reduce axial thrust and lower the stuffing box pressure. Impellers shall have two vanes of the non-clogging design and shall have internal vane edges, which are well rounded to present smooth flow. An enclosed impeller will not be accepted.

The vanes shall be skewed to reduce noise and vane edges shall be well rounded to present smooth flow. The impellers shall be statically and dynamically balanced on two (2) planes.

Impellers shall have a straight non-tapered bore, be keyed to the shaft and securely held in place on the straight keyed shaft connection by use of an AISI Standard 416 Stainless Steel impeller washer and a Stainless Steel high-strength impeller lockscrew. The arrangement used shall provide positive locking of the impeller to the shaft so that the impeller cannot be loosened by torque from either forward or reverse rotation. The impeller shall be fixed at location with no expected or required adjustment.

**BACK PLATE & MECHANICAL SEAL:**

A dished backplate with deflector vanes constructed of ASTM A48 Class 30 Grey Iron shall be provided including a single mechanical seal, John Crane 2.5" seal of material code BD80581 (Tungsten Carbide VS Silicon Carbide). The design shall allow for continuous operation without the need for external flush water or venting. The pump station is not equipped with water for seal flushing purposes. The seal box shall be engineered specifically requiring no external lubrication using the pumped fluid for its cooling of lubrication. The mechanical seal system shall be Cyclo Seal System or equal.

**SHAFT:**

The pump shaft shall be of high strength Carbon Steel equal to MOD SAE1144 "Stress-Proof Steel". The pump shaft shall be accurately machined and polished and of sufficient size to transmit the maximum horsepower to be encountered when the pump is operating with a maximum diameter impeller and at the maximum rated motor operating speed.

The shaft shall be protected by a renewable shaft sleeve, which extends through the stuffing box and under the gland. The sleeve shall be grooved on the inside for an O-ring to prevent leakage along the shaft and shall be positively locked to prevent rotation. The sleeve O.D. shall be a minimum of 0.375 inches over the shaft diameter and constructed of 420 Stainless Steel, Heat Treated to 400-500 BHN. The shaft sleeve shall be positively secured to the shaft by a key to prevent slip between the sleeve and the shaft.

**MOTORS:**

The motor shall be of United States manufacture, vertical mount "P" base solid shaft type with rodent screens on all ventilating passages. It shall not be less than 25 HP at 1200 rpm, open drip proof, (WP1) and non-overloading, high efficiency, exclusive of the service factor at any point on the pump head capacity curve. Motor supply power is 460 volt, 60 hertz, 3 phase. The motors shall be equipped with grease fittings and automatic grease reliefs.

Motors shall also be provided with driphood over top end bell.

Mounting	Vertical Bearing Frame
HP	25 HP
Voltage	460 V
Frequency	60 HZ
Phases	3
Insulation	Class F
Temperature Rise	Class B
Ambient Temp	40 deg Celsius

**TESTING:**

The pump manufacturer shall not ship any pump until after the certified pump performance tests have been submitted to and reviewed by the Town.

**Performance:**

Each pump shall be fully tested in water at the Pump Company factory before shipment. The purpose of the performance testing shall be to prove that the pumps to be supplied conform to the Specification requirements, and that the pumps can properly operate throughout the entire pump envelope. Tests shall consist of laboratory testing at shutoff and five points over the operating range of the pump. One of the points will be the specified primary design point.

Certified test data will include the following:

1. Head
2. Capacity
3. Motor output HP
4. RPM,
5. Pump efficiency
6. Vibration

All tests will be charted and graphed and will be under the direction of a registered engineer and be conducted in accord with the applicable Hydraulic Institute Standards and procedures according to Level "B" and be submitted to the Town of Vernon WPCA.

The performance test data report shall be certified by the pump manufacturer, and shall state the pump usage name, pump model number, pump serial number, date of testing and contain pump curves showing the following:

1. Total Dynamic Head (TDH) verses flow rate (gpm)
2. Brake horsepower verses flow rate (gpm)
3. Calculated "Net Positive Suction Head Required" (NPSHR) verses flow rate (gpm)
4. Efficiency verses flow rate (gpm)

**SPARE PARTS:**

The following spare parts shall be furnished:

1. One mechanical seal assembly
2. One shaft sleeve
3. One set of gaskets, O-Rings and lubrication seals
4. One impeller for a Cornell 6NHTH pump LH rotation, trim to be determined.

All spare parts shall be packed and protected for long storage in a humid atmosphere. The packing around all spare parts shall be clearly labeled for easy identification with out disturbing the protective coating or wrappings.

**EMERGENCY SERVICE:**

**The supplier of the wastewater pumping equipment shall maintain a service facility within 12 miles of the Town's Waste Water Treatment Facility. This facility shall be maintained with an emergency telephone number to dispatch experienced service technicians 24 hours a day, 7 days a week to assist the Town with any pumping or control panel issues, which may arise due to the nature of pumping stations.**

**TOWN OF VERNON**

**CONTRACT #1044-11/07/13**

**BID PROPOSAL**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS  
AND MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

**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 so to do, 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 that 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:**

**TOWN OF VERNON**

**CONTRACT #1044- 11/07/13**

**BID PROPOSAL**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS AND MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

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

**Bid Prices**

Bidder is to write his lump sum price in words and in numbers in the blank spaces provided below. The lump sum bid shall include all of the items as specified in detail in the contract documents.

For the Furnishing of Two (2) Vertical Close Coupled, Dry Pit, Centrifugal Pumps and Motor Assemblies for the Phoenix Street Pump Station per the attached specifications the amount of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ )  
(words) (numbers)

**TOWN OF VERNON  
CONTRACT #1044-11/07/13**

**BID PROPOSAL**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS  
AND MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

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 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.

**TOWN OF VERNON  
CONTRACT #1044-11/07/13**

**FURNISHING TWO (2) VERTICAL CLOSE COUPLED, DRY PIT, CENTRIFUGAL PUMPS AND  
MOTOR ASSEMBLIES FOR THE PHOENIX STREET PUMP STATION**

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.;

**REQUEST FOR PROPOSAL** \_\_\_\_\_  
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 defects 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 provided by Connecticut law and custom.

c. See Standard Instructions to Bidders (Page 1-2 of 2) 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 judgement 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 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 damage 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 measures as well, in the judgement of the Administrator, 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, attorneys' 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.

**N. 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.

**This contract is awarded, per the unit costs outlined in the bid proposal, for Furnishing Two (2) Vertical Close Coupled, Dry Pit, Centrifugal Pumps and Motor Assemblies for the Phoenix Street Pump Station.**

**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**

**Signed in the presence of:**

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

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

**Name:  
Title:**