

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT



**Request for Proposals
Replacement of the Communications Tower at Henry Park, Vernon, CT**

**CONTRACT # 2043 – 10/4/2018
11:00 am**

LATE PROPOSALS WILL NOT BE ACCEPTED

LEGAL NOTICE

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

INVITATION TO BID

The Town of Vernon, Connecticut is seeking a qualified contractor to replace the communications Tower at Henry Park located in 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 online at the Town of Vernon website at www.vernon-ct.gov/legal-notice referencing **Contract #2043-10/4/2018** and at the Department of Administrative Services website at www.das.ct.gov.

A non-mandatory walk-through will be held on Thursday, September 27, 2018 at 9:00 am at the site, located at 120 South Street, Vernon Connecticut, by the Fox Hill Tower.

All questions about the proposals should be directed to Steve Eppler, Fire Chief, by e-mail at seppler@vernon-ct.gov, no later than 1:00 PM on Friday, September 28, 2018. Answers to all questions will be posted by Tuesday, October 2, 2018 on the Town's website at www.vernon-ct.gov/legal-notice.

Two (2) hard copies and (1) electronic copy of all proposals should be submitted in a sealed envelope, with "BID DOCUMENT – DO NOT OPEN – CONTRACT #2043 – 10/4/2018" clearly marked on the outside of the envelope, to: Michael Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 by 11:00 AM on October 4, 2018; at which time proposals shall be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**

The selected firm must meet all municipal, state and federal Affirmative Action and Equal Employment Opportunity 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.

Michael Purcaro, Town Administrator

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

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. 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 #2043 - 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. **E-mailed, faxed or late bids will not be accepted.**
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 sales tax, freight or shipping.

11. Insurance Requirements:

Commercial General Liability (Town of Vernon added as additional insured):

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 (Town of Vernon added as additional insured):

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

Workers' Compensation/Employers Liability

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

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

Professional Liability (where required)

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

12. **Independent Contractor:** The selected firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.
13. **Indemnification/Hold Harmless:** The selected firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the firm and its employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Vernon from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.

14. **Waiver of Subrogation Requirement:** The selected firm will require all insurance policies in any way related to the work and secured and maintained by the firm to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. The selected firm shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

15. **Contingent Upon Availability of Funds:** TOV's obligation under this Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of TOV for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

SPECIAL INSTRUCTIONS TO BIDDERS

- 1. PURPOSE:** The intent and purpose of this invitation for bids is to solicit pricing from qualified contractors who can transport and install a new communications tower at Henry Park, located at 120 South Street, Vernon CT.
- 2. DUE DATE:** Sealed bids are due on or before 11:00 am Thursday, October 4, 2018 at the office of the Town Administrator, Memorial Building, 3rd Floor, 14 Park Place, Vernon, CT 06066 at which time proposals will be opened and read aloud publicly. **E-mailed, faxed or late bids will not be accepted.**
- 3. CONTRACT TERM:** This contract expires when the work has been completed to the satisfaction of the Town of Vernon.
- 4. CONTACT INFORMATION:** Information or questions concerning this contract should be directed to Steve Eppler, Fire Chief at seppler@vernon-ct.gov no later than 1:00 PM on September 28, 2018.

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

SPECIFICATIONS

NOTE: RIGHT TO THIRD PARTY INSPECTION

The Town of Vernon reserves the right to conduct an independent third party inspection of all tower and tower footing work performed at our expense to ensure compliance to the engineered drawing provided by the tower manufacturer.

An additional set of engineered drawings of the tower and tower footings will be provided to the Town of Vernon for this purpose prior to the start of construction.

Please include the following items as part of your bid submission.

1. Engineering designs (2 sets)
2. Concrete base foundation as per tower manufacturer's specification (*previous test borings results will be provided*)
3. All necessary hardware
4. Antennas
5. All Side Arms
6. Antenna Cabling and connectors
7. Ice bridge
8. Grounding
9. Installation labor
10. Delivery and shipping costs

1. TOWER DESCRIPTION

- Tower shall be a Valmont model U12, Prefabricated/Reinforced Self-supporting galvanized lattice style constructed of solid steel members and legs.
- The tower shall be designed for an eventual overall height of 150ft. The initial bid purchase will be for a height of 100ft. The eventual extension to 150ft is not a part of this bid and may be purchased at a future time.
- All antennas, galvanized mounts, coax cables, connectors, necessary jumpers and grounding to be included.
- All coax antenna cables to be a minimum of 7/8" extended to grounding plates located at entrance to communications shelter and one inside shelter terminating at PolyPhasers.
- Shelter is located approximately 30' from base of tower.

2. TOWER SPECIFICATIONS

- At a minimum, the tower is to meet Exposure B of the EIA/TIA 222-G specifications.
- Tower designed for a minimum 97 mph basic wind in accordance with the TIA 222 specifications.
- Tower designed for a minimum 50 mph basic wind with 1.00 in ice. Ice is considered to increase in thickness with height.
- Deflections are based upon a 60 mph wind
- The wind loading for the tower will be engineered with the listed antennas mounted at the 150' future tower height, although they will be initially mounted at the 100' initial lower portion.
- All structural steel support products including the cable ice bridge components shall be properly grounded to industry standards.
- All antenna cables are to have hoisting grip secured in appropriate fashion within 4" of the antenna mounting elevation.
- Every antenna cable shall have a grounding kit installed per manufacturer's specifications at both the upper terminating location, tower base and at the communications shelter entrance panel.
- **Outer Conductors of Coaxial Transmission Cables**
The outer conductors of coaxial transmission cables must be grounded with an appropriate coaxial cable grounding kit. These grounding kits are installed at three (3) points on the cable. The grounding locations are as follows:
 1. Immediately outside the cable entrance to the equipment room, shelter, or building. This ground is attached prior to the polyphaser type lightning suppressor.
 2. At the bottom of the vertical run of cable, at a point near and above the bend onto the ice-bridge or support trestle. This grounding point should be as near the ground as possible.
 3. The top end of the vertical cable run near the termination or antenna. This point is grounded or bonded to the tower by means of the clamp supplied as part of the grounding kit.

All three points should be grounded in accordance with the recommendations provided in the grounding kit instructions.

All exterior grounding, including Tower and Ice Bridge, shall be industry standard with connections made utilizing only exothermic welding products both in subterranean and exposed surface environments and properly coated when complete. Tower and Ice Bridge grounding to be interconnected to building ring ground.

- Tower structure Class III.
- Topographic Category 3 with Crest Height of 473.00 ft.
- Tower Rating minimum 98.1%
- Not to exceed 12 ft face of tower (leg to leg measurement) distance between legs at base: triangular construction.
- All Tower assembly galvanized hardware.
- Solid rod construction of tower sections.
- Anchor steel with full-sized template to simultaneously position anchor bolts for all legs.
- TIA-G grounding.
- Any tower assembly hardware scuffed by tools during assembly will be coated with spray zinc coating.

3. TOWER FOUNDATION CONSTRUCTION:

- All footings /foundations shall be engineered/ designed per tower manufacturer's specifications. Footings shall be placed on suitable, compacted soil, having adequate bearing capacity and free of organic content, clay or other unsuitable material.

Additional excavation may be required below footing elevations indicated if unsuitable material is encountered. Reference test borings submitted by Dr. Clarence Welti, P.E., P.C. (Geotechnical Engineering) dated November 25, 2013.

- Subgrade Preparation: If unsuitable soil is encountered, remove all unsuitable materials from below proposed structure foundations and compact exposed soil surfaces. Place and compact approved gravel fill. Fill shall be compacted in layers not to exceed 10" before compaction.

Determine maximum dry density in accordance with ASTM D1557-70 and make one (1) field density test in accordance with ASTM D2167-66 for each 50 yards of compacted fill. But not less than one (1) per layer, to insure compaction to 95% of max dry density.

- All soil surrounding and under all footings shall be kept reasonably dry and protected from freezing and frost action during the course of construction.

- All reinforcement shall be continuous unless otherwise noted. Splices shall be well staggered. Additional bars and special bending details are required at intersecting walls and at joints. Such details shall comply with ACI 315 recommendations unless otherwise shown.
- No tack welding of reinforcing will be permitted.
- No calcium chloride or admixtures containing more than 1% chloride by weight of admixture shall be used in the concrete.
- Unless otherwise noted, all LAP splices shall be 48 bar diameters.
- Slab on grade finishes:
 - Exterior Slab: Non-slip broom finish
 - Interior slab: Steel trowel finish

4. ANTENNAS:

- 100' level = (2) Andrew-Comscope DB420 & (1) Andrew DB224 antennas each mounted on individual 3' side arms
- 80' level = (1) Andrew-Comscope DB224-A & (2) Telewave ANT 450-F6 antennas, each mounted on individual 3' side arms
- 60' level = (3) Kreco C040A antennas, each mounted on individual 6' Pivot side arms
- 40' level = (1) Telewave ANT425D6-9 antenna mounted on a 3' side arm (no down tilt)
- Upon completion of antenna and hardline installation, each antenna along with its associate cabling and jumpers will have a TDR analysis performed and will be swept for the manufacturers specified bandwidth of the antenna with a copy of the results of both tests provided.

5. ACCESSORIES:

a. CAMERA

Provide installation of a Hikvision Dome Camera on an appropriate sidearm at the 95' level and install all necessary cabling from the camera to the communications shelter. The camera and cable will be provided separately by the Town.

b. LADDER

- 12" Line Waveguide Ladder up to 100' level
- Tuf-Tug cable type stainless steel safety climb system with one trolley (less harness) to 100' SST.
- Ice Bridge estimated 30' from tower to shelter and includes concrete footings for Ice Bridge legs.

6. WARRANTY:

A minimum of 3 years material and workmanship defects.

7. INSTALLATION:

Delivery and installation to include all transportation, delivery, permits, labor, material and crane costs. The Town does not pay sales tax.

8. INSURANCE:

Installer must be fully insured with proof of insurance to be submitted with bid.

9. RIGHT TO THIRD PARTY INSPECTION:

The Town of Vernon reserves the right to conduct an independent third party inspection of all tower and tower footing work performed at our expense to ensure compliance to the engineered drawing provided by the tower manufacturer.

An additional set of engineered drawings or the tower and tower footings will be provided to the Town of Vernon for this purpose prior to the start of construction.

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

BID PROPOSAL

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

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:

The undersigned representative of _____ hereby submits the following bid proposal for labor as specified:

1. For completion of all work for the construction and placement of the support structure per the attached specifications in the amount of: \$ _____
_____ DOLLARS
2. DELIVERY TO BE (60) CALENDAR DAYS FROM CONTRACT AWARD. EXTENSION SUBJECT TO WRITTEN APPROVAL BY TOWN ADMINISTRATOR OR HIS DESGNEE
3. BID BOND ATTACHED: YES _____ NO _____
4. Bidder shall submit the name, address, responsible party and phone number of three or more references (preferably municipalities) where similar work has been done. If none, state so.
 - 1) _____
 - 2) _____
 - 3) _____
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.

Date

Signature

TOWN OF VERNON

CONTRACT #2043 – 10/4/2018

REPLACEMENT OF THE COMMUNICATIONS TOWER AT HENRY PARK, VERNON, CT

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.; 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 as provided by Connecticut law and custom.

(c). See specifications for required types of insurance.

Commercial General Liability (Town of Vernon added as additional insured):

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 (Town of Vernon added as additional insured):

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

Workers' Compensation/Employers Liability

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

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence:	\$1,000,000
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General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

Professional Liability (where required)

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

(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. WAIVER OF SUBROGATION REQUIREMENT. Contractor will require all insurance policies in any way related to the work and secured and maintained by the Contractor to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Town of Vernon, and its respective officers, employees, agents, servants, elected officials, and volunteers. Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

G. INDEPENDENT CONTRACTOR: The selected firm is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with the Town of Vernon. The firm is not authorized to speak for, represent, or obligate the Town of Vernon in any manner without the prior expressed written authorization from the Town of Vernon.

H. INDEMNIFICATION/HOLD HARMLESS: The selected firm agrees to defend, indemnify and hold harmless the Town of Vernon, its respective officers, employees, elected officials, agents, servants and volunteers from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including but not limited to damage to the premises or other property, and costs of every kind and description arising from its entry upon the premises, or arising from work or other activities conducted thereon, alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the firm and its

employees, contractor, sub-contractors and agents, this indemnification includes the firm's duty to defend the Town of Vernon from any such claims except that the firm shall not be responsible or obligated for claims arising out of the sole negligence of the Town of Vernon, its elected officials, officers, department heads, employees or agents, or its predecessors in interest in the premises.

- I. 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 will, in the judgment 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, 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.
- J. PAYMENT SCHEDULE.** 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.

(1) **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 is 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.

(2) **CONTINGENT UPON AVAILABILITY OF FUNDS.** TOV's obligation under this

Agreement is contingent upon the availability of appropriated funds from which payment for Agreement purposes can be made. No legal liability on the part of TOV for any payment may arise until funds are made available and approved for this Agreement and until a Purchase Order has been issued.

(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.

- K. 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.
- L. 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, or 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.
- M. 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."

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

- O. 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.

- P. DISPUTES.** The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.
- Q. ANTI-TRUST PROVISION.** 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 O.K. 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 acknowledgment by the parties.

R. RIGHT TO THIRD PARTY INSPECTION

The Town of Vernon reserves the right to conduct an independent third party inspection of all tower and tower footing work performed at our expense to ensure compliance to the engineered drawing provided by the tower manufacturer.

An additional set of engineered drawings or the tower and tower footings will be provided to the Town of Vernon for this purpose prior to the start of construction.

IN WITNESS WHEREOF, The parties hereto set their hands and seal this _____ day of _____ 2018.

Signed in the presence of:

Witness

Witness

For the **TOWN OF VERNON**

By: _____
Michael J. Purcaro
Town Administrator

IN WITNESS WHEREOF, The parties hereto set their hands and seal this _____ day of _____ 2018.

Signed in the presence of:

Witness

Witness

For: **CONTRACTOR**

By: _____
Duly Authorized

Name: _____

Title _____