

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

TOWN OF VERNON



Request for Proposals (RFP) #2114

LANDSCAPING SERVICES FOR TREE PLANTING AT WINDERMERE FIELDS

Date Issued: March 30, 2023

Date Proposals Due: April 26, 2023 at 10:00 AM

LATE SUBMITTALS WILL NOT BE ACCEPTED

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

**TOWN OF VERNON, CT
CONTRACT #2114 - LANDSCAPING SERVICES FOR TREE PLANTING
AT WINDERMERE FIELDS**

The Town of Vernon, Connecticut is seeking proposals from a qualified contractor for the delivery and installation of trees for the Windermere Fields Soccer Complex located at 60 Windermere Road, Ellington, Connecticut. To selected contractor shall provide all labor, materials, equipment, needed to install sixty-three (63) various trees. The trees shall have a one-year warranty.

Questions about this RFP should be directed to Marty Sitler, Director of Parks and Recreation, by email only to msitler@vernon-ct.gov, no later than **Wednesday, April 12, 2023** at 3:30 PM. Answers to questions received will be posted by **Tuesday, April 18, 2023** on the Town's website at www.vernon-ct.gov/legal-notice and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2114. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.

Two (2) copies of the proposal should be submitted in a sealed envelope marked "**BID DOCUMENT- DO NOT OPEN - CONTRACT #2114**" clearly marked on the outside of the envelope to Michael J. Purcaro, Town Administrator, Town of Vernon, Town Hall Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than **Wednesday, April 26, 2023 at 10:00 AM**. Emailed, faxed, or late bids will not be accepted.

Proposals shall be opened and read aloud publicly on **Wednesday, April 26, 2023 at 10:00 AM**. Bid results will be posted on the Town website.

The selected firm must meet all municipal, state, and federal AA and EEO practices and requirements. MBE's, WBE's, SBE's 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 contractor 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 material from disclosure to non-Town employees to the extent permitted by State or Federal law. In no event will the Town be responsible for the inadvertent disclosure of your response to this RFP.

Michael J. Purcaro, Town Administrator

TOWN OF VERNON, CT
CONTRACT #2114 - LANDSCAPING SERVICES FOR TREE PLANTING
AT WINDERMERE FIELDS

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.

1. Questions about this RFP should be directed to Marty Sitler, Director of Parks and Recreation, by email only to msitler@vernon-ct.gov, no later than **Wednesday, April 12, 2023** at 3:30 PM. Answers to questions received will be posted by **Tuesday, April 18, 2023** on the Town's website at www.vernon-ct.gov/legal-notice and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2114. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
2. The Town may, at its discretion, add or delete, buildings after the signing of this contract. The Director of Parks and Recreation will notify the contractor, in writing, of these changes. Terms and conditions of any additions or deletions will be subject to negotiation by both parties.
3. This project is a prevailing wage job and shall be paid in accordance with the wage schedules appropriate for their trade Professional services related to design development, supervision and administration are typically not included in these categories. Certified payrolls on the approved forms shall be required prior to each pay requisition being approved for processing.
4. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
5. Not responsible for defects to electronically-mailed contracts.
6. 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 "Request For Proposal". Emailed, faxed or late bids will not be accepted.
7. Bids received later than the time and date specified in the "Request For Proposal" will not be considered. Withdrawal of bids received later than the time and date set for the bid opening, will not be considered.
8. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.

Town of Vernon office hours:

Monday, Tuesday, and Wednesday - 8:00 am – 5:00 pm

Thursday – 8:00 am – 7:00 pm

Friday - closed

9. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
10. 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.
11. 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.
12. 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.
13. The Town will not accept any additional charges for freight or shipping.
14. All insurance documents must be submitted with the executed contract. The town of Vernon must be listed as Certificate Holder and Additional Insured. The successful bidder must carry the following insurance coverages.

Commercial General Liability

Each Occurrence:	\$ 2,000,000
Personal/Advertising Injury per Occurrence:	\$ 2,000,000
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:	\$ 2,000,000
Hired/Non-owned Auto Liability:	\$ 2,000,000

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

Professional Liability (*where required*)

Each Claim:	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066.

15. All bids must be accompanied by bid security in the sum of not less than five percent (5%) of the total bid and shall be in the form of a bid bond, a certified check, a treasurer's or cashier's check drawn on a National or State bank or trust company and shall be made payable to the "Town of Vernon".

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

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

The bid security, exclusive of the successful bidder, will be returned upon execution of the contract, but in no case later than forty-five (45) days after the opening of the bids. The bid security of the successful bidder shall be held until such time as all conditions of the proposal have been met.

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TOWN OF VERNON, CT
CONTRACT #2114 - LANDSCAPING SERVICES FOR TREE PLANTING
AT WINDERMERE FIELDS

SPECIFICATIONS

1. SCOPE OF WORK

Work required pursuant to this contract includes the following:

- a. Shall include all labor, materials, equipment, needed to install sixty-three (63) various trees. The trees shall have a one-year warranty.
- b. Shall furnish and install each 2-2.5' diameter tree with proper soil amendments and fertilizer to support growth.
- c. Furnish and install five (5) Acer Saccharum-Green Mountain Sugar Maple.
- d. Furnish and install ten (10) Quercus Alba-White Oak.
- e. Furnish and install eight (8) Qucus Rubra-Red Oak.
- f. Furnish and install four (4) Cornus Pink Flowering Dogwood.
- g. Furnish and install eighteen (18) Malus fl Prairie Fire-Pink Flowering Crabapple.
- h. Furnish and install eighteen (18) Malus fl Sugar Tyme-White Flowering Crabapple.
- i. Furnish and install mulch around all installed trees.
- j. Furnish and install alligator bags of all installed trees.
- k. Furnish and install each tree to be secured with stakes and flat nylon webbing.

2. GENERAL REQUIREMENTS

General and Subcontract Bids shall consist of but are not limited to site restoration and all other work necessary for or incidental to the full completion of the entire project, including all equipment, labor, material, and incidentals in connection therewith.

3. QUALIFICATIONS OF BIDDERS

The Town is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:

- a. Please provide three (3) current or former client references that are applicable to projects of this scope.
- b. List the number of currently employed full-time and part-time employees.
- c. Briefly describe the project management process.

4. ANTICIPATED TIMELINE AND WORK HOURS

The bidder must provide an implementation plan and timelines as part of the RFP. All work shall be done at such times as the Town shall deem appropriate. Work must be finished by September 30, 2023.

5. SAFETY

All work shall comply with all pertinent OSHA, Federal, State, and Local Regulations. OSHA compliant vests and hard hats (as work tasks dictate), shall be worn by all contractor's and subcontractor's employees at all times. The contractor shall maintain safety measures at all times when a hazard or hazards exist in or around the work area. The contractor shall implement additional safety measures as directed by the Town's representative or by other State, Federal, or Local authorities at no additional cost to the Town.

6. CONTRACTOR'S SUPERVISION

The Contractor shall give adequate supervision, satisfactory to the Town of Vernon, to all employees engaged in work under this Contract. The Contractor shall be available by e-mail with a response time of no greater than 15 minutes.

7. QUALITY OF WORK

All work performed must meet a standard of quality that satisfies the Director of Public Works or other responsible town representatives. Any work that does not meet the satisfaction of the town representative shall be replaced or repaired at the Contractor's expense.

Payment for work determined to be unsatisfactory may be withheld until Contractor completes the replacement or repair.

8. RIGHT TO TERMINATE

The Town of Vernon reserves the right to terminate this contract by a five (5) day written notice should the quality of the work/products become inferior or the delivery service becomes poor.

TOWN OF VERNON, CT
CONTRACT #2114 - LANDSCAPING SERVICES FOR TREE PLANTING
AT WINDERMERE FIELDS

PROPOSAL

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

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

- A. No person or persons other than those named herein are interested in this Proposal or in the Contract proposed to be taken; 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:

LANDSCAPING SERVICES FOR TREE PLANTING AT WINDERMERE FIELDS

Work shall include all labor, materials, equipment, needed to install sixty-three (63) various trees. The trees shall have a one-year warranty.

1. BASE BID

\$ _____

(_____)

written figures

2. The Contractor shall quote in his Bid Proposal the following unit prices which may be as selected by the Owner.

Item	Unit	Amount/Cost
a. Shall furnish and install each 2-2.5' diameter tree with proper soil amendmets and fertilizer to support growth.	Yard	\$ _____
b. Furnish and install five (5) Acer Saccharum-Green Mountain Sugar Maple	Qty.	\$ _____
c. Furnish and install ten (10) Quercus Alba-White Oak	Qty.	\$ _____
d. Furnish and install eight (8) Qucus Rubra-Red Oak	Qty.	\$ _____
e. Furnish and install four (4) Cornus Pink Flowering Dogwood	Qty.	\$ _____
f. Furnish and install eighteen (18) Malus fl Prairie Fire-Pink Flowering Crabapple	Qty.	\$ _____
g. Furnish and install eighteen (18) Malus fl Sugar Tyme-White Flowering Crabapple	Qty.	\$ _____
h. Furnish and install mulch around all installed trees.	Yard	\$ _____
i. Furnish and install alligator bags of all installed trees.	Qty.	\$ _____

3. Tax Exemption - The Town is tax-exempt and will provide appropriate documentation as needed.

4. BID BOND ATTACHED PER SPECIAL INSTRUCTIONS:

YES _____ NO _____

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

Email Address

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, CT
CONTRACT #2114 - LANDSCAPING SERVICES FOR TREE PLANTING
AT WINDERMERE FIELDS

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.;

LANDSCAPING SERVICES FOR TREE PLANTING AT WINDERMERE FIELDS

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. INDEPENDENT CONTRACTOR**
The selected Company 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 Contractor 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.
- C. 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.
- D. CONTRACTOR RESPONSIBLE FOR WHOLE WORK.** (1) 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.

E. (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.

F. (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) **INDEMNIFICATION/HOLD HARMLESS**

a. The Contractor 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 Contractor and its employees, contractor, sub-contractors and agents. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

b. The Contractor must carry the following insurance coverages (Town of Vernon added as additional insured):

Commercial General Liability

Each Occurrence:	\$ 2,000,000
Personal/Advertising Injury per Occurrence:	\$ 2,000,000
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:	\$ 2,000,000
Hired/Non-owned Auto Liability:	\$ 2,000,000

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

Professional Liability (*where required*)

Each Claim:	\$ 2,000,000
Annual Aggregate	\$ 2,000,000

All insurance may not be canceled or modified without thirty (30) days written notice to the Vernon Town Administrator, 14 Park Place, Vernon, CT 06066. Any subcontractors must be protected by insurance the same as the Contractor.

(3) WAIVER OF SUBROGATION REQUIREMENT

The 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. The Contractor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Town of Vernon.

a. 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.

b. Certificates of insurance company 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. 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.

(4) **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.

G. 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.

H. TERMINATION

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Town shall, thereupon, have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract shall, at the option of the Town, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination for Convenience: Either party to this Contract may terminate this Contract at any time by a notice in writing, effective not less than thirty (30) days prior to the termination date. If the Contract is terminated by the Town as provided herein, the Contractor will be paid for services performed up to the date of termination.

I. (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.

(4) **CONTINGENT UPON AVAILABILITY OF FUNDS**

The Town's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Town for any payment may arise until all funds are made available and approved for this Contract and until a Purchase Order has been issued.

J. **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.

K. **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.

L. 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.

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, attorneys' 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 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 _____, 2023.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____

Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____

Name:
Title: