

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON  
DEPARTMENT OF PARKS AND RECREATION**



**Request for Proposals (RFP) #2129**

**DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT  
STATUE CONSTRUCTION AND INSTALLATION**

**Submittal Date – Thursday, October 26, 2023, at 10:00 am**

**LATE SUBMITTALS WILL NOT BE ACCEPTED**

**LEGAL NOTICE  
REQUEST FOR PROPOSALS  
TOWN OF VERNON, CT**

**CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE  
CONSTRUCTION AND INSTALLATION**

The Town of Vernon, Connecticut is seeking proposals for the construction and installation of a bronze sculpture to replicate the original of Dr. Henry Daniel Cogswell historical monument statue to be located in Central Park of Vernon, Connecticut. The contractor must have demonstrated experience in providing such service and adhere to the standards and requirements typical for this service.

An optional walkthrough is scheduled for Thursday, October 12, 2023, at 10:00 am at Central Park green outside the Town Hall Memorial building, 14 Park Place, Vernon, Connecticut 06066.

Questions about this RFP should be directed to Marty Sittler, Director of Parks and Recreation, by email only to [msittler@vernon-ct.gov](mailto:msittler@vernon-ct.gov), no later than Thursday, October 19, 2023, at 3:30 pm. Answers to inquiries will be posted by Tuesday, October 24, 2023, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2129. It is the sole responsibility of the respondent to review any or all addendum or question responses.

Two (2) copies of the proposal should be submitted in a sealed envelope with "**BID DOCUMENT – DO NOT OPEN - CONTRACT #2129 - DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE CONSTRUCTION AND INSTALLATION**" clearly marked on the outside of the envelope, to: Michael J. Purcaro, Town Administrator, Town of Vernon, Memorial Building, 14 Park Place, 3rd Floor, Vernon, Connecticut 06066 no later than Thursday, October 26, 2023, at 10:00 am. Emailed, faxed or late bids will not be accepted.

Proposals shall be opened and read aloud publicly on **Thursday, October 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 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 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**  
**CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE**  
**CONSTRUCTION AND INSTALLATION**  
**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. There will be an optional walkthrough scheduled for INSERT DATE, at INSERT TIME at Central Park Green outside Town Hall Memorial building, 14 Park Place, Vernon, Connecticut 06066.
4. Bids shall be submitted in sealed envelopes which shall be addressed to the Town Administrator, 14 Park Place, Vernon, Connecticut 06066 and shall be clearly marked "BID DOCUMENT - DO NOT OPEN - **CONTRACT # CONTRACT #2129 - DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE CONSTRUCTION AND INSTALLATION**". The bid envelope shall indicate the contract number as shown on the "Invitation To Bid". Emailed, faxed or late bids will not be accepted.
5. Bids received later than the time and date specified in the "Invitation To Bid" will not be considered. Withdrawal of bids, received later than the time and date set for the bid opening, will not be considered.
6. Not responsible for defects to electronically-mailed contracts.
7. Bids received before the advertised opening hour 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
8. An optional walkthrough is scheduled for Thursday, October 12, 2023, at 10:00 am at Central Park green outside the Town Hall Memorial building, 14 Park Place, Vernon, Connecticut 06066.
9. Questions about this RFP should be directed to Marty Sitler, Director of Parks and Recreation, by email only to [msitler@vernon-ct.gov](mailto:msitler@vernon-ct.gov), no later than Thursday, October 19, 2023, at 3:30 pm. Answers to inquiries will be posted by Tuesday, October 24, 2023, on the Town's website at <https://www.vernon-ct.gov/government/bid-opportunities> and at the Connecticut State Department of Administrative Services (DAS) at <https://portal.ct.gov/DAS/CTSource/CTSource> by referencing Contract #2129. It is the sole responsibility of the respondent to review any or all addendum or question responses.

10. All deliveries of commodities hereunder shall comply in every respect with all applicable laws of the Federal Government and the State of Connecticut.
11. 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.
12. 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.
13. Unless otherwise stated herein, all deliveries made under this contract must consist of new merchandise.
14. 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.
15. The Town will not accept additional freight or shipping charges.
16. The successful bidder must carry Workers' Compensation Insurance, a minimum of \$1,000,000, Bodily Injury Liability Insurance, a minimum of \$2,000,000 Property Liability Insurance, and a minimum motor vehicle liability insurance in the amount of \$1,000,000 Single Limit, or comparable coverage's and such other forms of insurance in amounts stated in the Contract. 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.
17. 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.

18. 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.

**TOWN OF VERNON**  
**CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE**  
**CONSTRUCTION AND INSTALLATION**

**SPECIFICATIONS**

**DESCRIPTION**

The Town of Vernon, Connecticut is seeking proposals for the construction and installation of a bronze sculpture to replicate the original of Dr. Henry Daniel Cogswell historical monument statue to be located in Central Park of Vernon, Connecticut. The Town is seeking to fabricate and install a 5 ft to 6 ft. bronze sculpture. The contractor must have demonstrated experience in providing such service and adhere to the standards and requirements typical for this service.

**ABOUT MR. COGSWELL**

Dr. Henry Daniel Cogswell, born in Tolland, Connecticut March 3, 1820, was a man of both vision and distinguished heritage. The Cogswell family was descended from Alfred the Great and Charlemagne and emigrated to America in 1635 from England. Dr. Cogswell cherished his family crest and motto, "Nec Sperno Nec Timeo," which means, "I neither despise nor fear." As his ancestors numbered among America's pioneers, so was Dr. Cogswell's own life one of pioneering and service.

Henry D. Cogswell had a humble childhood. It was necessary for young Cogswell to go to work at an early age in the New England cotton mills. After a day's work in the mills, he spent the evening hours reading, writing, and learning arithmetic. Eventually he became a teacher, but after one year, he decided to enter the dental profession. Upon completion of his training at the age of 26, Dr. Cogswell began the practice of dentistry in Providence, Rhode Island. One year later, in 1846, he married Caroline E. Richards, daughter of Ruel Richards, a manufacturer in Providence.

When gold was discovered in California, Dr. Cogswell followed the pioneering urge he inherited from his ancestors. He left for California by sea and after 152 days aboard the clipper ship "Susan G. Owens", landed in San Francisco on October 12, 1849. Rather than enter the rugged and uncertain business of mining, he practiced dentistry and established a mercantile business in the mining region. After several successful years of dental practice and real estate investments and buoyed by his ever-present strength of purpose, Dr. Cogswell became one of San Francisco's first millionaires.

He wanted to be remembered forever. He also believed Americans were drinking too much alcohol. So, he paid for the building of a number of water fountains like this all over the United States. The Cogswell Fountain was one of 31 fountains commissioned around the country to provide a source of water, from which residents could partake freely. Other fountains were built in Brooklyn, New York, San Francisco and San Jose, California, Washington, D.C., Fall River, Massachusetts, and Pawtucket, Rhode Island.

In 1883, Cogswell donated the fountain to the town in honor of his cousin William Cogswell, a local builder. Cogswell was not only a millionaire dentist; he was a temperance crusader and an eccentric philanthropist. He believed the availability of clean drinking water from public fountains would steer the common man away from the evils of "distilled liquors," so he pledged to erect a fountain for every 100 saloons across the country.

Like all of his fountains, the memorial he sent to Rockville was topped with a life-sized statue of himself holding a glass of water in one hand and a copy of the Temperance Pledge in the other. Unlike the seven fountains he had installed in San Francisco, the Rockville fountain is made of zinc, not bronze or granite. Cogswell himself designed each fountain and each is unique. Atop the DC fountain is a water crane; in the center are two entwined dolphins

The anti-alcohol message didn't go over well here, where residents had voted against the town "going dry." "There were something like 33 saloons in Rockville," Abbott said Monday. "They were the social clubs of the working people." "In the middle of the night one night, someone took down the statue and threw it into the lake," Abbott said.

The constabulary dragged the statue out of Shenipsit Lake and reinstated Dr. Cogswell atop the fountain, but soon he disappeared again. The good dentist's likeness did not reappear until 1908, when he was discovered leaning against a downtown building with a sign around his neck, "I've come back for old home week." Stored for safekeeping, the statue was sent to a scrap drive during World War II. The fountain has been topped with a stone urn since then.

The Base – was made in 1883 by Monumental Bronze Company of Bridgeport, CT – Is made out of pure Zinc aka “White Bronze”

#### **GENERAL REQUIREMENTS**

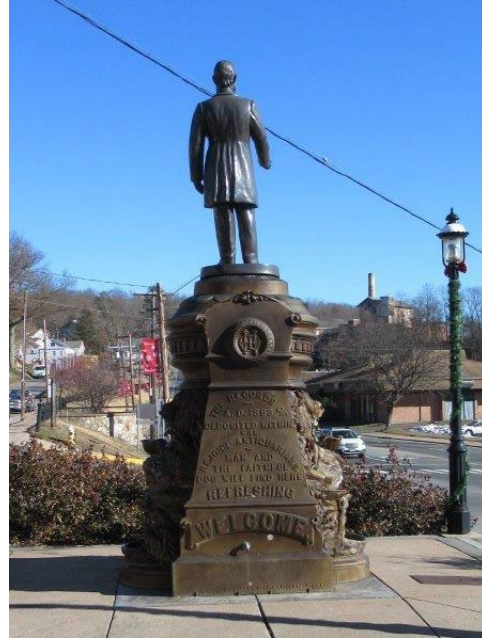
1. The Contractor shall fabricate, deliver, and install a replicate statue of Dr. Cogswell. The current statue – is a 5 ft to 6 ft fiberglass sculpture of Dr. Cogswell, commissioned in 2005. The connecting element between pieces appears to be some type of rope. The statue does not appear to have an internal reinforcing skeleton. The exposed elements are subject to movement due to wind gusts and other external forces. This appears to have caused cracking which led to water infiltration and additional cracks. Peeling paint appears to be isolated to areas where water would leak out.
2. The overall dimensions of the mold are: 73" H x 30" W x 24" D. The mold is made of a rubber/silicone inner material with a paper mâché or cast-like exterior.
  1. The proposed statue will be supported only by the stainless-steel support and sit slightly above the top of the original Temperance Fountain. This gap will be filled with epoxy resin or flashing.
  2. The Contractor shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies as necessary.
  3. The Contractor shall perform all services and furnish all supplies, materials and/or work equipment as necessary for the design and fabrication of the statue.
  4. The Contractor shall secure any and all required licenses, engineering approvals, and similar authorizations at the Contractor's expense as may be necessary for the installation of the Statue at the Site.
  5. The Contractor shall provide a maintenance manual with a description of all materials, processes, and products utilized in the Statue and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation.

6. The Contractor shall guarantee the work to be free from faults of materials and workmanship for two years after completion.

**PHOTOGRAPHS**



**Photo 1**  
General view of front side of statue



**Photo 2**  
General view of back side of statue



**Photo 3**  
Full body front side of statue mold



**Photo 4**  
Back side statue of mold



**Photo 5**  
Right side of statue mold



**Photo 6**  
Feet base statue of mold



**Photo 7**  
Forearm and cup hand statue mold



**Photo 8**  
Forearm and hand statue mold





**Photo 9**  
Right arm and cup side statue mold



**Photo 10**  
Left arm side statue mold

END OF SECTION

**TOWN OF VERNON  
CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE  
CONSTRUCTION AND INSTALLATION**

**PROPOSAL**

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

Sirs:

THE UNDERSIGNED HEREBY DECLARES that:

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

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

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

**CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE  
CONSTRUCTION AND INSTALLATION**

**BID PROPOSAL**

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

1. The total cost for the construction, delivery, and installation of one 5 ft to 6 ft bronze sculpture.  
\$ \_\_\_\_\_
  
2. BID BOND ATTACHED PER SPECIAL INSTRUCTIONS:  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
3. 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.

Firm Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Representative (**signed**): \_\_\_\_\_

Address: \_\_\_\_\_ City, State and Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Area Code and Telephone Number

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



**TOWN OF VERNON**  
**CONTRACT #2129 – DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE**  
**CONSTRUCTION AND INSTALLATION**

**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.;

**DR. HENRY DANIEL COGSWELL HISTORICAL MONUMENT STATUE CONSTRUCTION AND  
INSTALLATION**

All to be in accordance with the terms of the proposal for said material submitted to the Town Administrator, 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 Company 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. (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.

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. All vehicles and other equipment used to provide the services shall be maintained in compliance with all laws, rules, regulations, and policies of Federal, State, and Local governments pertaining to the vehicles. It shall be the responsibility of the Contractor to ensure that all Contractor-employed personnel are familiar with all the aforesaid laws, rules, regulations and policies.

(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 real or personal property, and costs of every kind and description arising from the services provided alleging but not limited to bodily injury, personal injury, medical malpractice, property damage caused by the Company and its employees, contractor, sub-contractors and agents. This indemnification includes the Company'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):

General Liability	(Minimum Limits)
Each 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):

Combined Single Limit	\$ 1,000,000
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Umbrella/Excess Liability (*following form of general liability, auto liability and employer liability*):

Each Occurrence:	\$ 1,000,000
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Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

Each Accident	\$ 1,000,000
Disease-Policy Limit	\$ 1,000,000
Disease-Each employee	\$ 1,000,000

Professional Liability (*where required*)

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

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Vernon prior to contract issuance. The Contractor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. All insurance shall not be canceled, limits reduced or coverage

altered, 30 days written notice must be given to the Town of Vernon, Town Administrator, 14 Park Place, Vernon, CT 06066.

c. WAIVER OF SUBROGATION REQUIREMENT

The Contractor will require all insurance policies in any way related to the work and secured and maintained by the Company 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.

d. 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.

e. 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. Any Sub-contractors must be protected by insurance the same as the Contractor.

(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.

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 Company shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of termination.

Termination for Convenience: The Town 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 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 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 acknowledgment by the parties.
- R. The Contractor will not assign or subcontract any part of this Contract without the prior written approval of the Town which shall be in the Town's sole discretion. For purposes of this Section, a transfer of more than twenty percent (20%) of the capital stock of the Contractor shall be deemed to be an assignment.

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: