

PLEASE DO NOT REMOVE ANY SHEETS FROM THIS DOCUMENT

**TOWN OF VERNON
DEPARTMENT OF PUBLIC WORKS**



Request for Proposals (RFP) #2146

**OUTSIDE WALL REPAIR FOR CENTER 375
375 HARTFORD TURNPIKE, VERNON, CT**

Submittal Date: August 22, 2024 at 10:00 AM

LATE SUBMITTALS WILL NOT BE ACCEPTED

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

**LEGAL NOTICE
REQUEST FOR PROPOSALS**

The Town of Vernon, Connecticut is seeking proposals for outside wall repair at Center 375 located at 375 Hartford Turnpike, Vernon, Connecticut. A firm must have demonstrated experience in providing such service and adhere to State and Federal standards and requirements typical for such service.

A mandatory walk-through is scheduled for: Thursday August 1, 2024 at 9:00 AM at Center 375, 375 Hartford Turnpike, Vernon, Connecticut 06066. Walk-through attendees remain at the walk-through until its completion. Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.

Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to dryniewicz@vernon-ct.gov, no later than **Thursday, August 8, 2024** at 3:30 PM. Answers to questions received will be posted by **Thursday, August 15, 2024** 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 #2146. 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 #2146**” 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, August 22, 2024 at 10:00 AM**. Emailed, faxed or late bids will not be accepted.

Received bids will be opened publicly in person on **Thursday, August 22, 2024 at 10:00 AM**. Bid results will be posted on both the Town and DAS websites.

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 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 J. Purcaro
Town Administrator

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

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. **A mandatory walk-through is scheduled for: Thursday August 1, 2024 at 9:00 AM at Center 375, 375 Hartford Turnpike, Vernon, Connecticut 06066.** Walk-through attendees remain at the walk-through until its completion. Proposals from any parties/firms who fail to attend the mandatory walk-through will be disqualified without further consideration.
2. Questions about this RFP should be directed to Dwight Ryniewicz, Director of Public Works Department, by email only to dryniewicz@vernon-ct.gov, no later than **Thursday, August 8, 2024** at 3:30 PM. Answers to questions received will be posted by **Thursday, August 15, 2024** 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 #2146. It is the sole responsibility of the respondent to review any or all addendum or question responses related to this RFP.
3. Deviations: Any and all deletions, variations and exceptions to the specifications must be stated in writing at time of bidding and must be attached to the "Proposal" section of contract. The Town Administrator 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.
4. In the event it becomes necessary to revise any part of this RFP, an Addendum will be posted on the town's website and on the State Department of Administrative Services (DAS) website, referencing the contract number.
5. The attached proposal is signed by the bidder with full knowledge of, and agreement with, the general specifications, conditions and requirements of this bid.
6. Not responsible for defects to electronically-mailed contracts.
7. 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.
8. 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.
9. 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.

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

Town of Vernon office hours:
Monday, Tuesday, and Wednesday - 8:00 am – 5:00 pm
Thursday – 8:00 am – 7:00 pm
Friday – closed

10. In accordance with the provisions of Section 12-412 (a) of the Connecticut General Statutes, the Town of Vernon and Vernon Public Schools are exempt from the payment of Federal or State tax and such tax or taxes shall not be included in bid prices.
11. 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.
12. Contractor shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Town of Vernon as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. The successful bidder must carry the following insurance coverages. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all Carriers are subject to approval by the Town of Vernon.

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

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)

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

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

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.

13. 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.

END SECTION

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

SPECIFICATIONS

1. INTRODUCTION

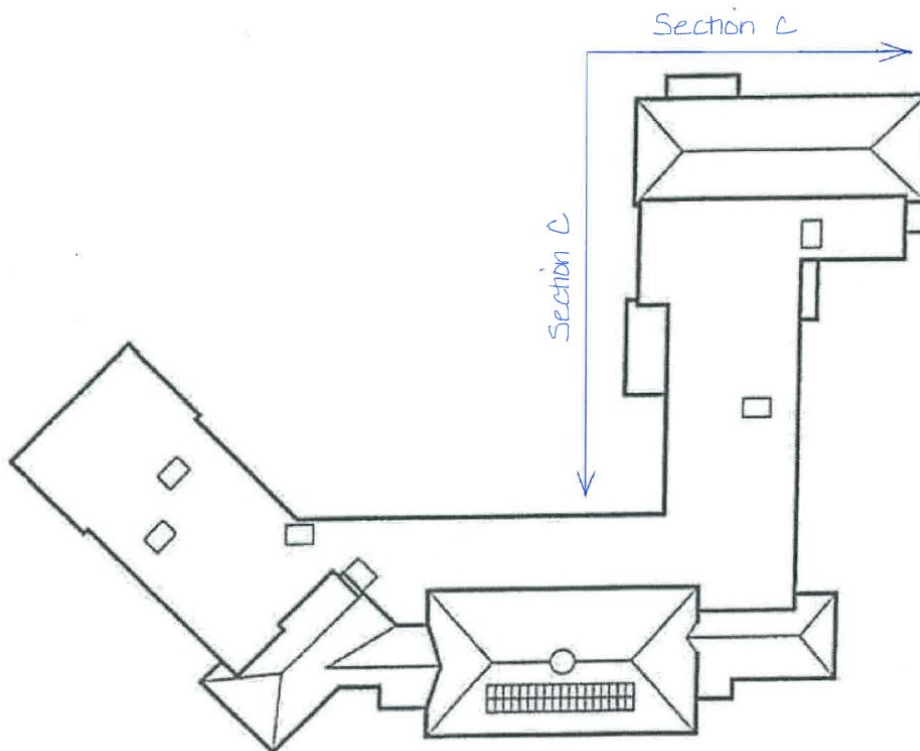
The Town of Vernon (Town) is now accepting bids for masonry repair to the outside wall at Center 375, 375 Hartford Turnpike, Vernon, CT. Before submitting a proposal, bidders shall examine the specifications in order to understand all existing conditions and limitations.

2. PRODUCT AND/OR SERVICE SPECIFICATIONS

Technical Requirements – Bidders are to supply all equipment, scaffolding, labor and materials to complete the following work at Center 375, 375 Hartford Turnpike, Vernon, CT:

Cut out all mortar joints on limestone, brick and stone along Section C of building (see below). All mortar joints will be cut with diamond blades attached to grinders to a minimum of $\frac{3}{4}$ of an inch. The grinders will be connected to vacuums to limit the dust. Care will be taken to not cut into the brick or stone. The brick joints will be pointed with a type N mortar to match the color as close as possible. The joints will be packed with the new mortar in lifts to leave no voids and to allow for shrinkage of the mortar. The tooling of the joint will match the existing.

The limestone joints will be filled with the proper size backer rod and caulked with a urethane caulk. Joints will be taped when applying caulk to keep as neat as possible. Joints will be tooled to a smooth finish. Color will be as close to limestone as possible.



**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

3. QUALIFICATION OF BIDDERS

- a. The Town is seeking well-qualified and experienced bidders for this project. As part of the bid proposal, please include the following information:
- b. Please provide three (3) current or former client references that are applicable to projects of this scope.
- c. List the number of currently employed full-time and part-time employees.
- d. 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 **Monday, November 18, 2024**.

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. Satisfactory standard of quality shall be defined as a standard of work and product that any reasonable person with knowledge of road reclamation, milling, or paving standards would deem to be acceptable.

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

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

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 #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

BID PROPOSAL

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

1. Proposal Format
All proposals shall be prepared in strict compliance with the Proposal Format outlined below. Failure to comply with the provisions of this RFP may result in the proposal being disqualified.

- All proposals must be securely bound.
- Title Page. The title page must include the subject of the proposal; the proposing company’s name and address; the name, address, and telephone number of a contact person; and the date of the proposal.
- Table of Contents.
- Executive Summary. This summary, limited to five (5) single-spaced typewritten pages, should provide a high-level description of the bidder’s ability to meet the requirements of the RFP and a statement describing why the bidder believes it is the best qualified to provide the specified services. The summary must also include the names, titles and background of the officers and operating personnel who will work with the Town.
- Please provide three (3) current or former client references with which the bidder has completed projects of this scope.
- Warranty. Bidders shall include with the RFP response a detailed overview of all applicable warranties, including exclusions. Bidders must detail the responsibilities the Town will assume and describe any bidder services provided during the warranty period. Complete warranties applying to any system purchased must be clearly specified. The location or agent responsible for servicing this account must be clearly stated. Warranty and maintenance terms and costs will be taken into consideration in the award.

2. BASE BID

\$ _____

(_____)

written figures

3. BID BOND ATTACHED YES _____ NO _____

4. Bidder shall submit the name, address, responsible party and phone number of four or more municipalities where comparable services have been done. If none, state so.

1) _____

2) _____

3) _____

4) _____

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

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.

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

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, 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.;

**OUTSIDE WALL REPAIR FOR CENTER 375,
375 HARTFORD TURNPIKE, VERNON, CT**

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. The Company is not authorized to speak for, represent, or obligate the Town in any manner without the prior expressed written authorization from the Town.
- 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.** Any material, equipment or item furnished is to be new, unused and currently in production. Any excess materials purchased with Town funds shall be the property of the Town and shall be turned over to the Town upon completion of the work. In the case that 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

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

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 complete the work and furnish the material contracted for within the time stated therefore in the specifications for this work. Failure of the Contractor for any reason to perform the work required skillfully and promptly shall be cause for termination of the Contract.

(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. 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.

G. INDEMNIFICATION/HOLD HARMLESS. The Contractor will indemnify the Town for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the Contract or in failure to comply with any provisions of the Contract. The Contractor further agrees to indemnify, defend 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, infringements of patent rights, causes of action and financial costs and expenses of any kind and nature, including counsel fees, for damages including but not limited to, damage to real or personal property, bodily injury, and personal injury (including death), arising out of, related to, in connection with, any of the work performed or materials furnished pursuant to this Contract or for any activities conducted by the Contractor, its employees, agents, suppliers, contractors, sub-contractors or anyone directly or indirectly employed by any of them. This indemnification includes the Contractor's duty to defend the Town of Vernon from any such claims.

It is agreed between the parties hereto that the amounts of insurance set forth in this Contract do not in any way limit the liability of the Contractor to the Town by virtue of its 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.

H. (1) INSURANCE REQUIREMENTS. All insurance policies must be effective prior to the commencement of the work and must remain in force until the termination of the work under this Contract. Contractor agrees to maintain in force at all times during the Contract the following

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

minimum coverages and shall name the Town of Vernon as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. Any sub-contractors must be protected by insurance the same as the principal Contractor. Contractor shall be responsible for any and all deductibles in the insurance policies.

Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-“ VIII. In addition, all carriers are subject to approval by the Town.

	Minimum Limits
Commercial General Liability	
Each Occurrence:	\$ 1,000,000
Personal/Advertising Injury per Occurrence:	\$ 2,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
 Automobile Liability	
Combined Single Limit 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	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each employee	\$1,000,000
 Umbrella/Excess Liability <i>(following form of general liability, auto liability and employer liability):</i>	
Each Occurrence:	\$ 2,000,000
General Aggregate:	\$ 2,000,000
Product/Completed Operations Aggregate:	\$ 2,000,000
 Professional Liability <i>(where required)</i>	
Each Claim:	\$ 2,000,000
Annual Aggregate	\$ 2,000,000
 Pollution Liability <i>(where required)</i>	
Each Claim or Each Occurrence:	\$ 1,000,000
Annual Aggregate:	\$ 1,000,000
 Cyber Liability / Data Breach <i>(where required)</i>	
Each Incident:	\$ 1,000,000
Annual Aggregate:	\$ 1,000,000

Except for Pollution Liability and Professional Liability, “Claims Made” coverage is not acceptable. All coverage is to be written on an “Occurrence” basis. For any policy written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

(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.

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.

Certificates of the insurance company or companies, must be submitted to the Administrator before the Contractor starts work. Should any insurance expire or be terminated during the period in which the same is required by this contract, the Administrator shall be notified thirty (30) days in advance and such expired or terminated insurance must be replaced with new insurance and new certificate furnished to the Administrator. 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.

(2) WAIVER OF SUBROGATION REQUIREMENT

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

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.

I. DEFAULT. Any of the following occurrences or acts shall constitute an event of default under the Contract:

- (1) If the Contractor, its agents, subcontractors, successors and assigns fails in the performance of or the observance of any of the covenants, conditions or agreements on the part of the Contract set forth in the Contract; or
- (2) If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of the Contract; or

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

- (3) If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or
- (4) If any competent authority shall have determined that the Contractor is in default of any federal, or local tax obligation; or
- (5) The Contractor's failure to pay any outstanding debt owed to the Town in a timely manner.

J. TERMINATION. The Town may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall not be less than five (5) from the date such notice is given. Upon receipt of such notice, the Contractor shall immediately discontinue all work (unless the notice directs otherwise) and deliver to the Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under the Contract, whether completed or in progress. All such documents, information, and materials shall become the property of the Town. In the event of such termination, services shall be paid for in such amount as shall compensate the Contractor for the portion of the work satisfactorily performed prior to termination. Such an amount shall be fixed by the Town after consultation with the Contractor and shall be subject to review by the Administrator. Termination under this section shall not give rise to any claim against the Town for damages or for compensation in addition to that provided hereunder.

K. (1) PAYMENTS. The Town will pay and the Contractor will receive, as full compensation for completing the work and 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.

H. (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 the final application for payment, the Administrator will promptly make such inspection and, should the work be acceptable under the Contract and the Contract fully performed, the Administrator will promptly issue a final certificate of payment stating that 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 of payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been fulfilled. The acceptance by the Contractor of the final payment as approved by the Administrator shall operate as and be a release to the Town from all claims of and liability to the Contractor and to the Contractor's representatives and assigns for anything done, furnished for or relating to the Contract or for any act or omission of the Town or of any person relating to or affecting the Contract.

(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.

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

(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.

- L. WARRANTIES.** Provider warrants for itself, its subcontractors and its suppliers, that the work performed and the materials furnished shall conform to the requirements of the Contract, be free of defects, and be completed in a workmanlike manner and, unless otherwise specified, in accordance with generally recognized and adequate practices and standards. If any work or materials does not conform in all respects or are defective in any respect, and the Town notifies the Contractor within a reasonable time after discovery thereof, the Contractor, at its sole expense, promptly shall correct such nonconformity or defect. This obligation of the Contractor to correct non-conforming or defective work or materials shall continue for one year after final completion of the work. This warranty shall be in addition to any warranty requirements set forth in the bid specifications, any warranty offered in any proposal from the Contractor, and any warranty offered by a manufacturer. These warranties shall survive any termination of the Contract and any acceptance of payment by the Town and shall be in addition to any remedies provided by applicable law.
- M. 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.
- N. 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 and 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 Contractor shall furnish the Town with such information and reports concerning the progress and management of the work as may be required from time to time.

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.

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

- O. 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.
- P. FAIR EMPLOYMENT PRACTICES.** The Contractor, its agents and subcontractors agree that they will not refuse to hire or employ or bar or discharge from employment an individual or 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, its agents and subcontractors further agree that they will not discharge, expel or otherwise discriminate against any person who opposed any unfair employment practice or 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 or 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".

- Q. LAWS AND JURISDICTION.** The parties hereto agree that this contract is subject to the laws and jurisdiction of the State of Connecticut.
- R. ASSIGNMENT.** The Contractor shall not assign or subcontract the Contract or any of the work or services to be performed by it without prior consent of the Town in writing. The Contractor shall be fully responsible for the acts and omissions of its subcontractors as it is for the action and omissions of those directly employed by the Contractor. The Contractor shall require any subcontractor approved by the Town to agree in its contract to observe and be bound by all obligations and conditions of this Contract to which the Contractor is bound.
- S. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.** The Contractor, its agents and subcontractors agree that they are aware of and have 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, agents and subcontractors 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.

- T. DISPUTES.** The parties agree that any dispute will be submitted to the Superior Court, Judicial District of Tolland, at Rockville, Connecticut.

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

- U. ANTI-TRUST PROVISIONS.** The Contractor, its agents and subcontractors agree 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.
- V. CUMULATIVE REMEDIES.** All rights exercisable by and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.
- W. INVALID PROVISIONS.** If any provision of the Contract is held invalid, the balance of the provisions of the Contract shall not be affected thereby if the balance of the provisions of the Contract would then continue to conform to the requirements of applicable laws.
- X. NON-WAIVER.** Any failure by the Town or the Contractor to insist upon the strict performance by the other of any of the terms and provisions of the Contract shall not be a waiver, and each party hereto, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Contract.

**CONTRACT #2146 – Outside Wall Repair for Center 375
375 Hartford Turnpike, Vernon, CT**

IN WITNESS WHEREOF, the parties hereto set their hands and seal this

_____ day of _____, 2024.

Signed in the presence of:

THE TOWN OF VERNON:

By: _____
Michael J. Purcaro
Town Administrator

Signed in the presence of:

By: _____
Name:
Title: