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**LEGAL NOTICE  
INVITATION TO BID  
PURCHASE FIREHOUSE PARKING LOT RECONSTRUCTION  
RFP 2025-003**

The Town of Southbury, Connecticut is seeking sealed bids for furnishing all labor, tools, materials and equipment required for reclaiming and paving of the Purchase Firehouse located at 100 Stillson Road. It is the intent of the Town to enter into a contractual agreement with one qualified Contractor to provide services.

Bids will be received by the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488 until 10:00 AM local time, on March 5, 2025 at which time the bids will be publicly opened and read in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at [www.southbury-ct.org/bids](http://www.southbury-ct.org/bids).

All Proposals must be on the form furnished by the Town of Southbury and must be requested for the above-named project.

No Bidder may withdraw their bid within one hundred twenty (120) days after the actual date of the opening thereof.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at [MTarnowski@southbury-ct.gov](mailto:MTarnowski@southbury-ct.gov). RFIs should be received by February 21, 2025. RFIs may not be directly responded to. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by February 26, 2025.

The right is reserved to reject any or all bids in whole or in part, to award any item, group of items, or total bid and to waive any informality or technical defects, if it is deemed to be in the best interest of the Town of Southbury. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville  
First Selectman, Town of Southbury  
February 10, 2025

## INFORMATION FOR BIDDERS

### 1. PROPOSAL

Proposals are being sought for reclaiming and paving of the Purchase Firehouse located at 100 Stillson Road. All work shall be furnished in full accordance with the specifications.

### 2. RECEIPT AND OPENING OF BIDS

Separate sealed bids shall be received in the **Office of the First Selectman**, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in **Room 208 of Town Hall**. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words **“Bid Documents, RFP 2025-003 – Purchase Firehouse Parking Lot Reconstruction”** so as to guard against opening prior to the time set therefore. **One printed copy and one digital copy (via flash drive)** of all bids shall be submitted.

Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.

### 3. PREPARATION OF PROPOSAL

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.

### 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

### 5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid.

Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Southbury, "Call Before You Dig" and State Authorities regarding the Project, and the areas within the Project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Southbury will reject any claim based on the facts regarding which it should have been on notice.

#### 6. TAX EXEMPTION

The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

#### 7. QUALIFICATIONS OF BIDDER

Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.

#### 8. ERRORS, INTERPRETATIONS, AND ADDENDA

Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.

#### 9. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these bid documents. The delivery or completion date and skill and experience of the

bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

#### 10. SUBCONTRACTORS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

#### 11. RIGHT OF THE TOWN TO TERMINATE PROJECT

In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor, and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.

#### 12. PAYMENTS

Invoices shall be furnished to the Public Works Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.

#### 13. GUARANTEE

All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be

responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.

#### 14. PRELIMINARY SCHEDULE

RFP Release	February 10, 2025
RFI Deadline	February 21, 2025
Addendum Release (if necessary)	February 26, 2025
RFP Submission Date	March 5, 2025

#### 15. INTERVIEW OF BIDDERS

The Town may choose to interview any or all bidders for the project after bids have been received to determine their qualifications and experience.

#### 16. COMPLIANCE WITH LAWS

The successful bidder shall comply with all applicable laws, regulations, ordinances, OSHA, codes and orders of the United States, the State of Connecticut, and the Town related to its bid and the performance of the work described in the contract.

#### 17. SCHEDULING OF WORK

If notified of the acceptance of this proposal within the acceptance period, the bidder agrees to promptly schedule the work and submit verification of having scheduled the work within five (5) working days of such notice unless otherwise mutually agreed upon. The successful bidder shall promptly commence the work and prosecute the work diligently for the duration of the project.

#### 18. WAGE RATES

The wages paid on an hourly basis to any mechanic, laborer or workman employed on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of such employee to any employee welfare fund as defined in subsection (i) of Section 31-53 of the General Statutes shall be at a rate customary or prevailing for the same work in the same trade or occupation in the town in which such public work project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.

## GENERAL PROVISIONS

### 1. INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action based upon any alleged injury or death of any person including any employee of the Contractor or subcontractor, and for damage to any property that may occur or that may be alleged to have occurred in the course of the performance of the work, or from failure to guard the same, whether such act or failure to act is by the Contractor of any subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Contractor agrees at its own expense to pay all charges for attorneys in connection with the defense against any such claim, and if any judgment should be rendered against the Town in any such action, the Contractor will satisfy and discharge the same without cost or expense to the Town.

Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works and during the performance of the work, the Contractor shall maintain insurance of the kinds and in at least the amounts specified hereunder in a form satisfactory to the Town; such certificates shall contain a provision that the Town shall be given thirty (30) days advance written notice by registered mail of, modification, change, termination, cancellation or expiration of, coverage. Renewal certificates shall be provided at least 60 days prior to expiration of the policy. With each Certificate of Insurance the contractor shall provide an endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional insured." The cost of such insurance shall be the sole responsibility of the Contractor. The Contractor shall require each Subcontractor employed on the Project to maintain the coverage listed below unless the Contractor's insurance covers activities of the Subcontractor on the Project.

Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory  
Limits in accordance Connecticut Law and Coverage B at limits of \$100,000/\$500,000/\$100,000.

Broad Form Commercial General Liability including premises and operations, products, completed operations, contractual liability, independent contractors, and broad form property damage coverage, written on a "per occurrence" basis with minimum combined coverage for bodily injury, personal injury, and property damage liability of \$2,000,000 general annual aggregate, \$1,000,000 per occurrence and \$2,000,000 Products/Completed Operations Aggregate.

Comprehensive Automobile Liability, covering all vehicles used by Contractor in the course of work, including owned, non-owned and hired with minimum coverage of \$2,000,000 combined single limit for bodily injury and property damage.

Excess Liability with minimum coverage of \$ 2,000,000 in umbrella form.

If a policy written on a "Claims Made " basis is proposed for consideration as a substitute for the required insurance it shall be considered only if the Certificate states that the coverage is "claims made," the retroactive date is stated and is prior to or coincident with the date of the Contract,



evidence is provided that the policy is prepaid for a minimum of two years from the completion date of the contract or the Contractor provides an Extended Reporting Period endorsement or Prior Acts Coverage. The Town shall be under no obligation to accept a "Claims Made" policy.

All Coverage is to be provided on a primary noncontributory basis.

All insurance shall be provided by a company authorized to do business in the State of Connecticut and having an A.M. Best rating of no less than A-VIII.

The insurer shall agree to waive all rights of subrogation against the Town of Southbury, its officers, officials, and employees for losses arising from work performed by the Contractor for the Town.

No insurance required or furnished hereunder shall in any way relieve the Contractor of or diminish any of his responsibilities, obligations and liabilities under the Contract.

## 2. INSPECTION

The Director of Public Works shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.

The Contractor shall employ only honest and responsible employees, skilled in the tasks assigned to them. The Contractor shall be responsible for all conduct of his employees.

All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the Bid Documents.

The Town of Southbury reserves the right to establish the order of priority for completion of the various portions of the work and to delete any portion of the work upon notification of the Contractor.

The Director shall be the judge of the character, nature and fitness of all work and materials furnished under the contract and the amount, quality and classification of the several kinds of work for which payment is to be made and he shall decide as to the meaning, intent and performance of the contract. The entire work shall be done under his supervision and to his satisfaction, and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under the Contract.

Inspectors representing the Director may be authorized to inspect all work done and all materials furnished including the manufacture of said materials. Should a dispute arise as to the work performed or the materials supplied, the inspector may suspend the work or reject the material. The question of suitability will be decided only by the Director. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the specifications nor approve or accept any portion of the work, or issue any instructions contrary to the plans and specifications. No advice given by the inspector shall be binding on the Town or release the Contractor from his

obligations. The inspector shall perform no other duties than to inspect the work or materials; he shall not interfere with nor take part in the management of the work.

### 3. DISCREPANCIES, ERRORS AND OMISSIONS

The drawings and specifications are intended to be explanatory of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the interpretation and decision of the Director shall be final and binding on both parties to the Contract. Each section shall be a complete job and work implied shall be done as if specified or shown on the plans or required for a complete job under the respective work and shall be done by the Contractor without extra charge. In the case of discrepancies between the drawings and the written specifications in general, the drawings shall be considered to supersede the written specifications.

### 4. CONSTRUCTION LAYOUT

Construction layout shall be the responsibility of the Contractor. The Town of Southbury Department of Public Works will provide no Construction Layout services for this contract.

### 5. CONTRACTOR SITE VISIT

Prior to bidding the Contractor shall visit the site and confirm existing field conditions.

### 6. SUBMITTALS

The Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work as required by the Director, all of which shall be subject to the approval of the Director.

### 7. ADDITIONAL PLANS TO BE FURNISHED AS REQUIRED

When requested by the Director, the Contractor shall submit plans, drawings, details or written statements of the methods of construction for the various units of the work, which shall be subject to the approval of the Director.

### 8. CHANGES AND EXTRA WORK

The Director shall have the power to alter and change the line, grade, plan, form, position, dimension or material of or for the work herein contemplated, or any part thereof, in a manner not inconsistent with the general layout or project. This may be done either before the signing of the Contract or after starting of the work, or the Director may order in writing any extra work which may be deemed necessary in connection with the work. The Director may increase or decrease the unit quantities in the Proposal. If such alteration diminishes the quantity of work to be done, it shall not be a basis for a claim for payment for damages for anticipated profits not received. An increase shall be paid for according to work actually done and at the prices established for such or

like work in the Contract or, in case no such price is established, then at actual reasonable cost as determined by the Director and the Contractor, as Lump Sum or Unit Prices as mutually agreed to before starting work or at actual cost plus as agreed to.

For work done under "Cost Plus", the compensation shall be as follows:

- a. Monies actually paid for labor and foreman as required and as shown on the payroll plus 15% to cover insurance, taxes, social security, etc.
- b. Actual cost for material used on job.
- c. Power operated equipment as set forth in the equipment schedule applying to like jobs.
- d. If equipment rental rates are agreed to, no percentage shall be added to these amounts.

Full payment shall be the sum of the above items which apply plus 15% for overhead and profit. Any extra work by a subcontractor will be computed as above specified with 10% for overhead and profit for the General Contractor.

#### 9. CLAIM BY CONTRACTOR FOR EXTRA WORK

Should the Contractor feel he has an extra payment due him for extra work performed or materials furnished or damages sustained in connection with any unit of the work, he shall present his claim in writing to the Director within ten (10) days after said extra work, furnishing extra materials or damages, itemized labor, material (including vouchers) and equipment used. The Director will review the claim and secure such advice and guidance from the proper authority or disinterested persons as may be necessary to properly settle said claim. No claim entered after ten (10) days or not in proper form will be accepted by the Director. A claim for extra work by the Contractor shall not be a reason to suspend works. The Contractor shall continue work during the resolution of the claim for extra work.

#### 10. CONTRACTOR RESPONSIBLE FOR ENTIRE WORK UNTIL ACCEPTED

The Contractor shall have charge of and be responsible for the entire work until its final completion and acceptance, and any imperfect or unfaithful work or defective materials that may be discovered at any time before the final completion and acceptance of the work or work injured or destroyed by the elements or the public, shall be corrected immediately on the requirement of the Director.

The presence of an inspector shall not relieve the Contractor of responsibility because of failure due to poor materials or workmanship and if the work is obviously constructed in error.

#### 11. PROGRESS SCHEDULE

The Director will require that the Contractor submit a schedule of his work. The schedule may be subject to amendment as work progresses. The Town of Southbury reserves the right to withhold periodic payments pending the submission of an updated schedule.

#### 12. WORK AND MATERIALS TO BE OF BEST QUALITY

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of this type. All materials shall be used in conformance with the manufacturer's recommendations. The absence of requirements or details in the specifications or drawings which are usually included in first-class construction of this kind shall not excuse the Contractor for their omission in his work. The Director will reject all defective or damaged materials or any material not in his opinion in conformity with the specifications. Materials rejected shall be set aside, conspicuously marked and removed from the site promptly. The Contractor shall furnish the Director with copies of delivery slips showing weights and/or volume of materials delivered, if so requested. If requested by the Director, the Contractor shall furnish test reports, mill certificates and/or samples for testing by the Director.

### 13. DEFECTIVE WORK

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his Contract as herein specified, and any defective work shall be made good, and any unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Director and accepted or estimated for payment. This shall cover any material furnished by the Town which shall be damaged or rendered defective by handling or improper installation by the Contractor, his agents or employees and shall be made good and replaced at the Contractor's own expense.

### 14. WORKERS, SUPERVISION, AND MAINTENANCE

The Contractor shall employ only competent, faithful, skilled, and proficient tradespeople to do the work required of them, and whenever the Director shall inform him that any man on the work is in his opinion incompetent or unfaithful, he shall discharge him from the work and shall not again employ him for work under this Contract. Helpers and Apprentices may be used, but only under direct supervision of the Job Foreman.

The Contractor shall keep a competent superintendent on the Project whenever work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

Any Contractor whose place of business is located outside the Town must make arrangements satisfactory to the Director for emergency repair work or protection that may be necessary during periods of shutdown of the work. If this is not done, the Director will make arrangements and any cost will be deducted from monies due the Contractor.

### 15. COMPLIANCE WITH LAW

The Contractor shall keep himself informed of all existing laws, State, Federal, Municipal Ordinances and Regulations affecting those employed and any affecting the conduct of the work and shall protect and indemnify the Town of Southbury, its officers and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order of decree, whether by himself or his employees. All work performed and equipment used shall comply with all pertinent OSHA, Federal, State and Local Regulations.

## 16. OCCUPYING PRIVATE LAND

The Contractor shall not (except after written consent from the owner) enter or occupy with men, tools, material or equipment, any land outside the rights of way or property of the Town. Neither shall he nor his men remove anything from any private land without proper written authority. In general, the Contractor shall park his equipment and store his material on the Town property or if approved, within the public street or on the Town right of way.

## 17. WATER

The Contractor must make arrangements for securing water needed as part of the work and it shall be classed as materials furnished by the Contractor with cost included in the several items of the Contract.

## 18. OBLIGATION AND LIABILITY OF CONTRACTOR

The Contractor shall do all the work and furnish all the materials, tools and appliances unless otherwise specified and everything necessary or proper for performing and completing the work and within the time specified herein. He shall complete the work to the satisfaction of the Director and at the prices in the Proposal or as agreed under extra work.

The Contractor shall coordinate his operations with other contractors that may be working in the project area.

The Contractor shall take all responsibility for work done under this Contract, for protection of work, for injuries to employees, for injuries to the public and damage to property and utilities on or about the work and the responsibility of anyone hired by him directly or indirectly. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor, the Town, and shall indemnify, save harmless and insure the Town, its officers or agents against all claims arising from the work under this Contract.

If, at any time, in the opinion of the Director, work is not properly lighted, barricaded and in all respects safe, both in respect to the work completed or to public travel or for the workmen and/or adjacent property, public or private, and circumstances are such that the Contractor after being notified, or if he cannot be readily reached, or he cannot or does not remedy the conditions immediately, then the Director may have the conditions rectified and the Contractor shall pay all expenses for said material, labor, etc., or it may be deducted from monies due him. Such action of the Director, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

The Contractor shall execute the work in such a manner as to prevent accidents or injury to persons and to interfere as little as possible with public travel; and shall provide railings or suitable barricades to exclude persons and animals from open trenches and obstructions; and shall employ a watchman or additional safeguards when and as required or necessary. Warning signs shall be provided on streets adjacent to the project for 100 feet before beginning of construction and maintained until final acceptance or the approval of the Director secured. These shall be properly

lighted from sundown to sunrise. Color of all warning lights shall be amber. Barricades and lights shall be maintained along the line of open excavations, closed sections of road; and from sundown to sunrise shall have sufficient warning lights.

If the Contractor, upon order of the Director or his agent, does not comply with the above, the Town may take such steps as are necessary and deduct the cost from monies due the Contractor. Such action of the Director, or his failure to take such action, shall in no way relieve the Contractor of his obligations and liabilities.

## 19. SUBLETTING OR ASSIGNMENT

The Contractor shall not sublet any portion of the work without written permission. In no case may he sublet more than 49% of the monetary value of the Contract. The major units of work of the Contract shall be performed by the Contractor.

If the Contractor sublets any part of the work, this does not relieve him or the bonding company of liabilities and obligations to the Town. There is no contractual relationship between any subcontractor and the Town. The Director deals only with the Contractor; subcontractors are recognized as employees only.

The Contractor must not assign or dispose of his Contract in any way without the written consent of the Director in conjunction with that of the Mayor. Disposal must be for a cause only.

## 20. WORK AREA

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town, or residents caused by the Contractor in the prosecution of the work.

The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the full satisfaction of the Director. Access to the work on easements or right-of-ways shall be from the Town street directly to the work site; no access will be allowed from private property.

During the work, the Contractor shall not deposit material in such a manner so as to block or interfere with normal traffic and/or vehicles within the travel way. The Contractor shall erect adequate barricades as required to protect vehicles and/or pedestrians from the work area.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain all constructed surfaces (street, driveway, sidewalk, etc.). Settlements shall be repaired to the full satisfaction of the Director at the Contractor's expense. Should the Contractor fail to perform such work upon order of the Director within a reasonable time, the Director will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

The Contractor shall make arrangements for disposal of surplus construction materials. The cost of disposal, landfill permits, associated dumping fees, shall be considered included in the total bid amount. The job site shall be left in a clean condition meeting the full satisfaction of the Director.

## 21. PROGRESS AND FORFEITURE OF CONTRACT

If at any time the Director shall be of the opinion that the said work is unnecessarily delayed, and will not be finished in the prescribed time, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith, he shall notify the Contractor, in writing, to that effect. If the Contractor does not, within five (5) days thereafter, take such measures as will in the judgement of the Director insure the satisfactory completion of the work, the Director may then, in writing, notify the Contractor to discontinue all the work under the Contract. The Contractor shall immediately respect said notice and stop work and cease to have any rights to possession of the ground and shall not remove any portion of the plant or any materials after receiving such notice. The Director shall report his actions to the Town together with the reason(s) for such actions.

The Town shall take such action as it deems necessary to complete the work under the Contract to the Town's satisfaction. The Town may rescind the Director's notice to the Contractor to discontinue work and order the Contractor to complete the Contract within such terms as it may specify. If the Town completes the work, it shall thereupon have the power to direct the Director to place such and so many persons as he may deem advisable by contract, or otherwise, to work at and complete the work herein described and to use such materials as he may find upon the line of said work, or to procure other materials for the completion of the same and to charge the expense, whether of labor or materials, or otherwise, to the Contract and the expense so charged shall be deducted and paid by the Town out of such monies as may be then due or may at any time thereafter become due to the Contractor under and by virtue of the Contract or any part thereof.

## 22. STREET AND PRIVATE PROPERTY TO BE LEFT CLEAN, MAINTENANCE OF ROAD SURFACES

Immediately after the completion of the work or any substantial portion of it, the Contractor shall remove from it all unused material, refuse and surplus dirt placed by him on or in the vicinity of the work or resulting from the prosecution thereof; and restore the street or Town or Private property to a condition as clean as before the work was begun without extra charge and shall make good all damage to property, belonging either to the Town or residents along the street caused by the Contractor in the prosecution of the work. The Contractor shall protect all trees, shrubbery, fences, etc., and replace any removed or damaged to the satisfaction of the Director. Access to the work on easement or right of way shall be from a Town street directly to the work site; no access will be allowed from private property.

During the construction, the Contractor shall not deposit excavated material within the travel way in such a manner so as to block or interfere with the flow of traffic within the travel way. Such excess material shall be trucked to a suitable stockpile or disposal site. The Contractor shall erect such barricades as may be necessary to prevent vehicles from driving over any area, public or private, outside the travel way of the street.

During the progress of the work, during any shutdown, and until final acceptance of the work; the Contractor shall maintain the street surface. Settled trenches shall be filled and potholes patched with suitable bituminous paving material as a part of the several bid prices for items of the Contract. Should the Contractor fail to perform such work upon order of the Director within a reasonable time, the Director will make arrangements to have the necessary work done and the cost of said work deducted from monies due the Contractor.

### 23. EXCAVATION, BACKFILL AND SURFACING

The term excavation used in the specifications shall mean the removal to line and grade and the satisfactory disposal of all materials encountered and the removal of all obstructions necessary to the preparation of the subgrade of all proposed improvements. All surplus excavated material not re-used in the work shall be the property of the Town of Southbury. The Contractor shall be responsible for hauling such material a one-way maximum distance of five (5) miles to a location determined by the Owner. Any surplus excavated material rejected by the Town shall be legally disposed of off the site by the Contractor. This shall not be considered as an extra but shall be included in the overall bid.

### 24. DELAY IN TIME OF COMPLETION, NO CLAIM FOR DAMAGES

The Town may reasonably delay the beginning of the work or any part thereof, if necessary because of weather conditions. The Contractor shall have no claim for damages on account of said reasonable delay, but if a time clause is carried in the Contract, so much additional time shall be allowed as the Director computes such delay has influenced the completion by the Contractor. The Director shall certify such additional time in writing.

In case the Contractor shall suffer damage from loss of time, where the same is caused by or under the direction of the Town, the condition of the weather, or by any circumstances so unusual that they could not be foreseen previous to or avoided during the construction of the work (all of which shall be determined by the Director who shall certify the same in writing); the time during which work was so suspended shall be excluded and the time of completion extended by a corresponding number of days.

Neither an extension of time for any reason beyond the date fixed for the completion of the work, nor the acceptance of any part of the work comprised in these specifications subsequent to the said date, shall be deemed to be a waiver by the said Contractor of the right to abrogate the Contract for abandonment or delay in the manner herein provided.

### 25. UTILITIES AND PIPES ENCOUNTERED

The location of existing structures and pipes if shown on the drawings are in accordance with the best available information in the Town's possession. The completeness and accuracy of said information is not guaranteed and the Contractor shall have no grounds for additional compensation because of their variation or encountering pipes and structures not shown on the drawings.



No borings have been made unless noted on the plans and the Town presents no information concerning soil, groundwater or rock and because of encountered conditions other than shown on the drawings, the Contractor shall have no grounds to claim additional expense due to lack of such information.

If pipes or appurtenances of the Town are encountered, which in the judgment of the Director must be moved, then that work shall be done as an extra work order. This extra compensation does not apply to pipes or appurtenances of a utility, which the utility itself moves. If conditions call for relocation; unit prices govern for that work, if applicable, otherwise it shall be under extra work order.

The Contractor shall contact "Call Before You Dig" to have all utilities locate and mark their pipes and structures prior to his beginning work.

No extra will be allowed or paid for except as hereinbefore stated for "Extra Work".

## 26. STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall make arrangements to store his material, vehicles, equipment, etc. The Town may allow storage of materials, equipment, and vehicles on Town owned property if the areas are available.

During the prosecution of the work, the Contractor shall not store material, equipment, vehicles, etc. within any travel way in such a manner so as to block or interfere with the flow of traffic within the travel way.

## 27. GUARANTEES

The Contractor shall guarantee all his work to be free from defects due to workmanship or material used for a period of one (1) year from the final completion of all work on the Contract. Said one (1) year period shall begin on the date of payment of the final invoice by the Town.

Should the Contractor, during the guarantee period upon notification by the Director in writing within five (5) days, fail to begin making necessary repairs to the satisfaction of the Director, action may be taken by the Director to have the repairs made either by using the Town's own men and equipment, by force account or cost plus method, or by contract between the Town and a contractor selected by the Town. The cost shall be taken from monies due the Contractor. Any cost exceeding that held shall be paid by the Contractor.

## 28. CONTRACTOR AND HIS INSURANCE CARRIER LIABLE FOR CLAIMS OR DAMAGES

It shall be the duty of the Contractor and his Insurance Carrier to indemnify and save harmless the Town from all suits or actions of any name or description, brought against them or the Town for or on account of any injuries or damages received or sustained by any party or parties by or from the Contractor, his agents or employees in the construction of the work, or in consequence of any

negligence in guarding the same or any improper materials used in its construction or by or on account of any act or omission of the Contractor, his agents or employees.

## **SPECIAL PROVISIONS**

### **1. SCOPE OF WORK**

The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, reclaiming and paving of the Purchase Firehouse located at 100 Stillson Road, and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid.

The Town reserves the right to decrease the scope of the work to be done and to omit any work in order to bring the cost within available funds. To this end, the Town reserves the right to reduce the quantity of any items or omit any or all items as set forth in the bid at any time prior to the contractor's placement of an order for materials. The Town further reserves the right, at any time during the progress of the work, to restore all or part of any items previously omitted or reduced. Exercise by the Town of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted. No adjustment will be made in the unit price shown for any item in the bid schedule regardless of the quantity performed. This bid may be extended to include other similar work by mutual agreement of the Town and the contractor. No provision of this bid shall prevent the Town from bidding or awarding individual or separate contracts for projects containing identical or similar items of work as contained in this bid. The provisions of this bid may be extended to include other similar work by mutual agreement between the Town and the contractor.

### **2. PROJECT BID PRICES**

It is the intent of this bid proposal to establish unit prices for reclaiming and paving of the Purchase Firehouse located at 100 Stillson Road which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, to be completed in place, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.

### **3. DURATION OF BID PRICES**

It is specifically understood that the bid prices established in this proposal shall remain in full force and effect until December 31, 2025.

### **4. SCHEDULE AND TIME OF COMPLETION**

The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period.

Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work.

If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town.

Should the low bidder not be available to complete an assigned project within a timeframe acceptable to the Director of Public Works or his designee, then the Director may award that part of the assignment to another bidder provided the other bidder agrees to work for the unit prices established by the low bid. The Town reserves the right, as its sole discretion, to award a particular item or items of work to other than the low bidder when another bidder has demonstrated the clear ability to perform that particular item of work in a more qualified manner and to provide a higher quality finished product.

## 5. LIQUIDATED DAMAGES

The contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements stated above. It is expressly understood and agreed by and between the contractor and the Town that the established times for the completion of the work described herein shall be reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work.

If the contractor should fail to complete the work within the allotted times, or extension of time granted by the Town, then the contractor shall be liable for and shall pay to the Town for each and every calendar day that he shall be in default in completing any given assignment in the time stipulated above, the sum of \$700.00 (seven hundred dollars). This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages, which the Town will suffer by reason of such default, time being of the essence of the contract, and a material consideration thereof.

The Town shall have the right to deduct the amount of any such damages from any monies due the contractor.

## 6. INDEMNITY CLAUSE

The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by

any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the Director of Public Works, their agents or employees, except only such injury or damage as shall be determined by a court of law to have been caused by the sole negligence of the Town or the Director of Public Works.

## 7. COORDINATION OF SPECIFICATIONS, PLANS & OTHER PROVISIONS

All work shall conform to the relative provisions of one or more of the following; the Director of Public Works or his designee shall be the sole judge of which governs:

- a. Technical specifications which are published and included as a part of the bid documents.
- b. The Town of Southbury Specifications for Public Improvements.
- c. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 819 amended to date and the standard drawings.

The Contractor shall take note that the above references shall become a part of the bid as though they were included with this proposal and it shall be the sole responsibility of the Contractor to obtain these reference materials. The enforcement of the requirements of any special provisions shall not be construed as waiving any of the rights of the Town contained in any of the other provisions of the bid documents. Should a conflict arise between the above-mentioned construction specifications, then they shall prevail in the order in which they are listed above.

The Town shall have the sole and absolute discretion to determine whether any provision of Form 819 shall be applied with respect to any issue which may arise between the parties.

## 8. DRAWINGS

There are no drawings furnished by the Town of Southbury with this bid proposal.

## 9. SAFETY

The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices.

## 10. LINES, GRADES AND MEASUREMENTS

The controlling lines and grades shall be determined by the Contractor. The Contractor shall, as directed, provide and set such additional stakes, lines, grades or forms as are necessary to properly extend, transfer or establish the final grade of the work at his expense. If the Contractor through willfulness or carelessness removes, or permits to be removed, any reference marks establishing

said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications.

During the performance of the work, he shall make all necessary measurements to prevent misfitting in said work and be responsible therefore, and for the accurate construction of the entire work.

#### 11. PERMITS AND FEES

The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

#### 12. PUBLIC TRAVEL

Roads, including driveways, sidewalks, and crosswalks, shall not be closed to traffic in order to facilitate the Contractor's operations. Should it be necessary to temporarily halt traffic it shall be for as short a time as possible but in no case more than (1) one hour without permission of the Director of Public Works or his designee. Roads, driveways, sidewalks, and crosswalks shall only be closed while work is actually in progress and passage shall be restored as soon as possible. The Contractor shall park all vehicles and equipment so as not to impede the safe and efficient access to abutting properties.

#### 13. CALL BEFORE YOU DIG

The Contractor's attention is called to the fact that they are obligated, by State Law, to notify the Public Utilities Control Authority (1-800-922-4455 or dial 811) 48 hours prior to beginning any digging or discharging of explosives. This "Call Before-You-Dig" system will assure that each utility company will have marked its lines in the field before any digging activity commences. The Contractor assumes all responsibilities for any damage to the various utility services, and all liabilities arising there from.

The Contractor shall make the necessary arrangements with the respective Utility Companies and provide grades for the resetting and adjusting of private utility lines, if necessary. This coordination and/or fieldwork required shall not be considered extra work or as a basis for extending the time for completion.

The Contractor is hereby notified that all utility specifications contained elsewhere herein shall be made a part of this contract, and that the contractor shall be bound to comply with all requirements of such specifications. The requirements and conditions set forth in the subject specifications shall be binding on the contractor just as any other specification would be.

## 14. UTILITIES

Utilities which may be located within the area and which may be adjacent to the construction work are owned by the following:

- a. Communications – Frontier Communications, Crown Castle Fiber
- b. Water Mains & Services – The Connecticut Water Company, Aquarion Water Company
- c. Electricity – Eversource Energy
- d. Gas Transmission – Eversource Energy, Algonquin Gas Transmission Company
- e. Sanitary Sewers – The Connecticut Water Company
- f. Storm Drains - Town of Southbury and/or State of Connecticut
- g. Cable TV – Charter Communications

The above list is not intended to be all inclusive and is included for the Contractor's convenience. The Contractor shall be responsible for identifying each utility involved in or adjacent to the work and he shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor.

The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut, (Telephone Toll Free, 1-800-922-4455) for notifications of utility companies, prior to excavating.

A 10-foot minimum clearance is to be provided from any unprotected overhead electric lines. The Contractor may need to adjust means and methods to accommodate this requirement, at no additional cost to the Town.

Representatives of the various utility companies shall be allowed access to work.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damages to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing utility shall be repaired including all materials, labor, etc., to the engineer's satisfaction at no cost to the Town.

Utility poles within the project limits will remain in place and require support during excavation and construction operations. Contractor shall coordinate support requirements with the applicable utility company for support requirements.

Contractor shall maintain proper clearances from overhead utilities and comply with all Local, State, and Federal regulations including OSHA. Particular attention will be required during installation of storm drainage improvements.

Coordinate all work that may interfere with existing utilities with respective utility companies. See specifications.

Overhead, elevated, or underground utility lines may be in conflict with required temporary or permanent construction, or the equipment necessary to perform this required construction. Depending on the Contractor's methods of construction, these utilities may need to be temporarily relocated for portions of the construction period and then moved back to permanent locations which may be other than their current locations. The Contractor is required to coordinate the exact location and timing of all utility relocations with the individual utility owners, and to phase his construction operations as required to accommodate all (temporary or permanent) utility relocations. In addition to field meetings and correspondence, this coordination may include staking of locations, excavation and temporary grading, providing access to existing and future utility pole and conduit locations, or other physical work as required to allow for utility relocation work. The Contractor shall engage in the necessary coordination of utility relocations and associated work at no additional cost to the project or owner, and shall have no right to additional compensation for staging and phasing of his work as a result of utility relocation work. The Contractor is responsible for coordinating utility relocation; the Municipality has the statutory authority for directing a utility to actually relocate.

Failure of the utility companies to relocate their facilities in a timely manner will not constitute the basis of a claim for additional compensation.

#### 15. PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

#### 16. OFF-SITE DISPOSAL

Should the contractor find it necessary to dispose of surplus or unsuitable material outside of the project limits, he shall secure a written agreement with the property owner at the proposed dumping site. This written agreement shall contain a clause specifically stating that the Town of Southbury is not a party in the agreement and is not liable to ensure that its provisions are fulfilled. Said agreement shall be submitted to the Town for approval before any off-site work commences. The contractor agrees to indemnify the Town against and save the Town harmless from any and all liability and loss from any claim, suit, or action resulting from said work agreement(s).

#### 17. SUBCONTRACT WORK

Should it be necessary for the contractor, in the sole opinion of the Director of Public Works or his designee, to hire subcontractors to undertake certain specialized items of work for which unit prices have not been bid, i.e. blasting, paving, pavement grinding, tree removal, surveying, dewatering, etc. then the contractor shall obtain quoted prices for the work from a number of potential subcontractors as directed by the Director of Public Works or his designee.



The Director of Public Works may accept the proposal of one of the subcontractors or require the contractor to obtain additional quotes.

The contractor shall accept as full and complete payment for such work the quoted price of the approved subcontractor, plus a 10% markup.

## **CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

A. DEFINITIONS. The following definitions shall apply to this Ordinance:

**Public Official (or Public Office).** An elected or appointed official, whether paid or unpaid, full or part-time, of the Town of Southbury. This includes being a member or alternate member of any board, committee, commission or agency that exists in the Town of Southbury government.

**Town Employee (or Town Employment).** A paid employee, full or part-time, of the Town of Southbury.

**Ethics Commission.** The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

**Conflict of Interest.** A conflict of interest shall be deemed to exist if any Public Official or Town Employee has a Direct Interest or an Indirect Interest, in any purchase, contract, transaction, or decision involving his/her office, board, commission, agency or employment.

**Direct Interest.** An interest of a Public Official or Town Employee or any business, investment, or property in which such Public Official or Town Employee is an owner, member, partner, officer, employee or stockholder or has any other form of participation, that is a Financial Interest or an Adverse Interest in any purchase, contract, transaction or decision involving his or her office, board, committee, commission, agency or employment.

**Indirect Interest.** An interest of a family member within the fourth degree by blood or marriage or a person engaged in a close business relationship with a Public Official or Town Employee in any purchase, contract, transaction or decision involving the Public Official's or Town Employee's office, board, committee, commission, agency or employment which, if held by the Public Official or Town Employee directly, would meet the definition of a Direct Interest.

**Financial Interest.** A Financial Interest shall be deemed to exist if a person or entity with a Direct Interest or an Indirect Interest as defined herein might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any Town purchase, contract, transaction, decision or employment.

**Adverse Interest.** An interest that is adverse to the interests of the Town with respect to the matter under consideration.

**Material Conflict of Interest.** A conflict of interest shall be deemed to be material where a reasonable person would conclude that a Financial Interest or Adverse Interest:

Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or

Would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

## B. DECLARATION OF POLICY

The proper operation of the government of the Town of Southbury requires that Public Officials and Town Employees be independent, impartial and responsible to the people; that governmental decisions and policies be made in the proper channels of the government structure and free from coercive or other improper influence; that Public Officials and Town Employees not use their positions for personal gain; and that the general public have confidence in the integrity of its government.

This Ordinance sets forth standards of ethical conduct to maintain and enhance responsible and effective public service by our Public Officials and Town Employees in the performance of their duties.

In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, committee, commission, agency or employee, or any member of any Town board, committee, commission, or agency, or for challenging a decision, license, permit or other action of a Town Employee, board, committee, commission or agency or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

## C. DISCLOSURE OF CONFLICT

Any Public official or Town Employee who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

Any Public Official or Town Employee who is a member of any Town board, committee, commission or agency who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board, committee, commission, or agency and such disclosure shall be recorded in the board's, committee's, commission's or agency's minutes.

## D. DETERMINATION OF MATERIALITY

In the event that a disclosure or a claim of a conflict of interest with respect to any Public Official or Town Employee has been made to the Ethics Commission, and the Public Official or Town Employee does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the Ethics Commission shall promptly inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

In the event that a disclosure or a claim or a conflict of interest with respect to any Public Official or Town Employee who is a member of a Town board, committee, commission or agency has been made to such board, committee, commission, or agency and the member does not disqualify himself/herself from matters with respect to which the conflict of interest allegedly exists, the board, committee, commission or agency shall forthwith determine by a majority of those members present, excluding the member whose interest is in question, whether or not a conflict exists and, if so, whether it is material.

#### E. DISQUALIFICATION

If it has been determined that a material conflict of interest exists, the Public Official or Town Employee who has the conflict shall be disqualified from discussing or acting upon any matter encompassed by that conflict of interest, and shall leave the room during any public hearing, discussions or deliberations regarding the matter. Any Public Official or Town Employee may disqualify himself/herself even though the conflict of interest is not material.

#### F. CLAIM OF CONFLICT

If a formal written complaint is made to the Ethics Commission that any Public Official or Town Employee has an undisclosed conflict of interest, the Ethics Commission shall record and act upon the claim in accordance with its procedures as outlined in Section J.

#### G. GIFTS AND FAVORS

No Public Official or Town Employee shall accept or receive, directly or indirectly, anything of value (whether by rebate, gift, promise, obligation or contract for future reward or compensation or otherwise) for awarding or influencing the award of any decision, permit, license, contract or purchase order by the Town. Anything of value when in the form of a gift shall not be deemed relevant if the actual cost of that item is less than \$25.00.

#### H. REPRESENTATION

Without the prior written consent of the Ethics Commission, no Public official or Town Employee shall appear for compensation, except on behalf of the town, before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

Without the prior written consent of the Ethics Commission, no current or former Public Official or Town Employee shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

No current or former Public Official or Town Employee shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

No former Public Official or Town Employee who participated substantially in the negotiation or award of municipal contract or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town for a period of one (1) year after such contract is signed.

#### I. INDEPENDENT CONTRACTORS

Before hiring any consultant, independent Contractor or other advisor, the Public Official, Town Employee, board, committee, commission or agency that proposes to hire the independent Contractor shall inquire whether the independent Contractor has any conflict of interest as that term is defined in this Ordinance or as defined in any code of ethics or similar code applicable to the independent Contractor. Any such conflict shall be specified in the appropriate Town records (such as minutes of any relevant board, committee, commission, or agency).

Prior to hiring any independent Contractor with a conflict, the Public Official, Town Employee, board, committee, commission or agency proposing to hire the independent Contractor must make a determination that the conflict is not material and/or that despite the conflict, the independent Contractor should be hired. The decision and the reasons therefore must be a matter of public record.

No consultant, independent Contractor or other advisor of the Town shall represent a private interest in any action or proceeding against the interest of the Town which is in conflict with the performance of his/her duties as such consultant, independent Contractor or advisor. No consultant, independent Contractor or advisor may represent anyone other than the Town concerning any matter in which he/she participated personally and substantially as a consultant to the Town. Neither shall such consultant, independent Contractor or advisor disclose confidential information acquired while performing his/her duties for the Town, nor shall he/she use such information for the personal and/or financial interests of himself/herself or others.

#### J. PROCEDURE

All claims pertaining to a violation of this Ordinance shall be made, in writing, to the Ethics Commission in accordance with the rules and regulations promulgated by that Commission which shall be found in the Town of Southbury Ethics Commission Statement of Procedures. These rules shall require the Complainant to specify the facts that gave rise to his/her claim and the specific provision of this Ordinance that has been breached on a Form provided by the Ethics Commission. The Ethics Commission may, but is not required to consider claims made against individuals who are former Public Officials or Town Employees. Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

#### K. PENALTIES

Any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from Public Office or Town Employment, as the case may be, in the manner provided by law as recommended by the Ethics Commission with action by the Board of Selectman.

Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable as recommended by the Ethics Commission with action by the Board of Selectmen.

Any violation of this Ordinance with respect to any decision of a board, committee, commission or agency shall be subject to any remedies deemed proper as recommended by the Ethics Commission with action by the Board of Selectmen and permitted by law.

The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

#### L. CONCURRENT OFFICES

No Town Employee shall serve on any board, committee, commission or agency to which the Town Employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, a Town Employee may serve on any board, committee, commission or agency in an advisory capacity.

Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Public Office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

The restrictions set forth in Section L. 1 and Section L. 2 shall not apply to membership on any temporary or advisory only committee, task force, working group, or the like.

Subject to the restrictions set forth in applicable law, or by the Charter or by Ordinance, and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one Public Office, provided the offices are not incompatible, provided the duties of the offices to which he/she is appointed may, in the opinion of the Ethics Commission, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

#### M. MEETINGS

Members Attendance. Public Officials who are members of boards, committees, commissions, and agencies are expected to attend all meetings of such boards, committees, commissions and agencies or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if public officials who are members of boards, committees, commissions, and agencies comply with

the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed members of boards, committees, commissions and agencies.

Alternates' Attendance. Public Officials who are alternate members of boards, committees, commissions and agencies are expected to attend all meetings of such boards, committees, commissions and agencies, or attend meetings in accordance with the by-laws or other duly adopted rules of the group to which they belong. However, it shall not be deemed to be a violation of this Ordinance if Public Officials who are alternate members of boards, committees, commissions and agencies comply with the standards set forth in Section 512 of the Town Charter. For the purposes of this Ordinance only, the attendance standards set forth in Section 512 shall apply to both elected and appointed alternate members of boards, committees, commissions and agencies.

Voting. All Public Official members or seated alternate members of boards, committees, commissions and agencies who are qualified to vote, shall vote on all matters upon which a vote is held by such board, committee, commission or agency unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.

Statement of Reasons. In every case where the action of any board, committee, commission or agency is subject to a right of appeal to another administrative body or to the courts of the State of Connecticut, a statement of the reasons for its action shall be included in the minutes of the meeting.

## **SPECIFICATIONS**

All items identified in the bid schedule shall conform to the requirements of the Town of Southbury's Specifications for Public Improvements, with the exception of the following.

The upper parking lot and driveway (approximately 750 square yards) will be reclaimed and excess reclaimed base material removed to original asphalt grade minus 2". This section will be paved with a 2" course of S0.375. The lower parking lot (approximately 1,220 square yards) will be reclaimed and excess reclaimed base material removed to original asphalt grade minus 4". This section will be paved with a 2" base course of S0.5, followed by a 2" surface course of S0.375, with tack coat between courses. Removal of excess reclaimed base material is to be paid under "Pulverize, Reclaim, and Compact Asphalt Pavement".



**BID PROPOSAL  
PURCHASE FIREHOUSE PARKING LOT RECONSTRUCTION  
RFP 2025-003**



TO: Mr. Jeffrey Manville  
First Selectman  
501 Main Street South  
Southbury, Connecticut 06488

PROPOSAL OF

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, ZIP \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**BID FORM  
PURCHASE FIREHOUSE PARKING LOT RECONSTRUCTION  
RFP 2025-003**

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated February 10, 2025, and that, if his/her bid is accepted, he/she will contract with the Town to furnish all labor, equipment and required material and to perform all the work required by the Town of Southbury as directed and as stipulated in the specifications, and that he/she will take in full payment therefore, the unit price applicable to each item of the work as stated in the following schedule:

**NON-PREVAILING WAGE RATES**

<b>Item</b>	<b>Estimated Quantity</b>	<b>Description Price in Words</b>	<b>Price in Figures</b>	<b>Total in Figures</b>
<b>1</b>	1,970 square yards	Pulverize, Reclaim, and Compact Asphalt Pavement, per square yard  _____ dollars and _____ cents	\$ _____	\$ _____
<b>2</b>	137 tons	2" Bituminous Concrete Pavement (S0.5), per ton  _____ dollars and _____ cents	\$ _____	\$ _____
<b>3</b>	222 tons	2" Bituminous Concrete Pavement (S0.375), per ton  _____ dollars and _____ cents	\$ _____	\$ _____
<b>4</b>	234 linear feet	6" Bituminous Concrete Lip Curbing, per linear foot  _____ dollars and _____ cents	\$ _____	\$ _____
<b>5</b>	61 gallons	Tack Coat, per gallon  _____ dollars and _____ cents	\$ _____	\$ _____
		Total of items 1-5, as computed by bidder using the estimated quantities indicated above  _____ dollars and _____ cents	\$ _____	

**EXCEPTIONS:** All bidders must list below any and all exceptions to the attached specifications:

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The bidder hereby acknowledges receipt of the following Addenda. (Include signed copies of addenda with bid submittal)

Addendum Number	Date Received	Signature

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Business Address \_\_\_\_\_

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

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

### **INDEMNIFICATION CERTIFICATE**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Business Address \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

**ACKNOWLEDGEMENT OF RECEIPT**

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

**ORDINANCE RECEIVED BY**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. The Bidder has been in business for \_\_\_\_\_ years.
2. List three (3) projects of similar nature to the project described herein that the Bidder has completed. Include the name of entity, address, contact person, email, and telephone number of a reference for each project.

a. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

b. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

c. Name \_\_\_\_\_

Address \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various items of work shall control the Contract award and that the quantities noted are approximate (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Should quantities be less than those shown for the Unit Prices, only lesser, actual quantities will be allowed in calculating cost.

Notice to Bidders:

The Bidder understands, by signing this Bid that the Town of Southbury shall REJECT any bid that has unit prices, which are, in the opinion of the Purchasing Agent, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Southbury reserves the right to reject any and all bids, or to waive any informality in the submitted bid documents. The Bidder also understands that the Town of Southbury reserves the right to accept any, all, or none of the Alternates, which may be listed above and may accept Alternates in any order at the Town's sole discretion. The Bidder agrees to perform the work of each accepted Alternate for the sum quoted for each and to include such accepted Alternates in the Contract for construction.

If written notice of the acceptance of this Bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within one hundred twenty (120) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

Other Conditions:

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.