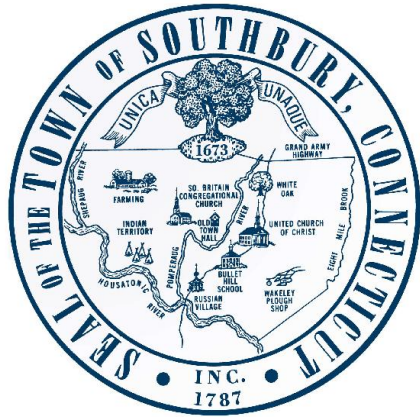


SPECIFICATIONS AND BID DOCUMENTS



PARKS LANDSCAPE IMPROVEMENTS

RFP 2026-012

TOWN OF SOUTHBURY

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CT 06488

APRIL 27, 2026

TABLE OF CONTENTS

Title Sheet	1
Table of Contents	2
Invitation to Bid	3
Information for Bidders	4
General Provisions	8
Code of Ethics/Conflict of Interest Ordinance.....	19
Technical Specifications	24
Bid Proposal.....	26
Non-Collusion Agreement.....	28
Indemnification Certificate.....	29
Code of Ethics/Conflict of Interest Agreement	30
References	31

**LEGAL NOTICE
INVITATION TO BID
PARKS LANDSCAPE IMPROVEMENTS
RFP 2026-012**

The Town of Southbury, Connecticut is seeking sealed bids for furnishing all labor, tools, materials and equipment required for parks landscape improvements. 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 10:45 AM local time, on May 18, 2026 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.

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. RFIs should be received by May 10. 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 May 12.

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.

Timothy O'Neil
First Selectman, Town of Southbury
April 27, 2026

INFORMATION FOR BIDDERS

1. PROPOSAL

Proposals are being sought for parks landscape improvements. 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 2026-012 – Parks Landscape Improvements”** 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 – BEST VALUE FOR TOWN

The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to a responsible bidder submitting a 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 Finance 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	April 27, 2026
RFI Deadline	May 10, 2026
Addendum Release (if necessary)	May 12, 2026
RFP Submission Date	May 18, 2026

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. PRE-BID CONFERENCE

Prospective bidders are required to attend a pre-bid conference. The conferences will meet at the Settlers Park parking lot, at 10:00 AM on May 6, 2026.

18. 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.

19. 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. 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.

5. CHANGES AND EXTRA WORK

The Director shall have the power and without notice, or approval of Surety, 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. FIRE HYDRANTS

No material or other obstructions shall be placed within fifteen (15') feet of any fire hydrant which must at all times be readily accessible to the Fire Department. No hydrant shall be opened at any time without permission of the Fire Department.

15. CONVENIENCE OF PUBLIC

One-way traffic on all streets shall be maintained at all times, except as otherwise approved by the local traffic authority, then detours must be provided. Closing of streets and detours must be approved by the Director of Public Works, the Police Chief and the Fire Chief through the Director. Plans identifying signing, detour routes, etc. must be submitted to the Director for approval by the Town. The Contractor shall provide all signs, barricades, flashers, batteries, etc. as required by the Town; the cost of which is considered included in the Traffic items of the Bid Proposal.

During the progress of the work the convenience of the public and of the residents along the street must be provided for as far as possible. No Public Street, or sidewalk, or private driveway shall be blocked after completion of the day's work except due to unavoidable circumstances or as authorized by the Director.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 notify the Contract Surety, in writing, of his action and the reason(s) for such action. 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 or the Town may inform the Contract Surety of its (Contract Surety's) responsibility to complete the work as specified under the terms of the Contract. Surety shall elect to complete the work or have the Town complete it. 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; and in case such expense is less than the sum which would have been payable under the Contract if the same had been completed by the Contractor, said Surety shall be entitled to receive the difference. In case such expense is greater, the Contract Surety shall pay the amount of such excess due to the Town.

21. 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.

22. 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.

23. 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.

24. 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".

25. 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. The most likely storage area is the material storage yard across from the Public Works Garage at 60 Peter Road.

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.

26. 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.

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 or the Town may call upon the bond Surety to pay said extra cost.

27. CONTRACTOR, HIS INSURANCE CARRIER AND BOND SURETY, LIABLE FOR CLAIMS OR DAMAGES

It shall be the duty of the Contractor and his Insurance Carrier and Bond Surety 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.

CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

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

- a. **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.
- b. **Town Employee (or Town Employment).** A paid employee, full or part-time, of the Town of Southbury.
- c. **Ethics Commission.** The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
- d. **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.
- e. **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.
- f. **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.
- g. **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.
- h. **Adverse Interest.** An interest that is adverse to the interests of the Town with respect to the matter under consideration.
- i. **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:
 - i. Is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
 - ii. 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.

TECHNICAL SPECIFICATIONS

The Town of Southbury is seeking proposals for landscape improvements to certain areas at Settlers Park and Ballantine Park. This specification is meant to act as a guide for interested contractors. Recommendations for the scope will be considered, and the scope will be defined further in collaboration with potential bidders at the mandatory pre-bid conference. Consideration will be given to price but also benefit of the proposed improvements to the parks. All proposals must include conceptual plans or sketches of the proposed landscape improvements.

- Generally:
 - All plants are to be low-maintenance perennials that can withstand the conditions of the area in which they are placed.
- Settlers Park
 - Parking Area (near loop trail and horse farm)
 - Excavate area in front of existing parking area. Remove any tree roots or gravel from the parking lot.
 - Install notched post & rail system on the edge of the parking lot.
 - Top soil and mulch area around notched post & rail system.
 - Plants:
 - Daylilies
 - Lilacs (6 gallons)
 - Rudbeckia (1 gallon)
 - Viburnum (6 gallons)
 - Carex (1 gallon)
 - Park Entrance (2 beds on left and right)
 - Shrink existing beds length of two fence posts on each side. Top soil, seed, and hay removed area.
 - Split existing grasses in each bed and place elsewhere in the bed.
 - Remove existing hollies.
 - Top soil and mulch beds as necessary.
 - Plants:
 - Tall spirea (3 gallons)
 - Ninebark (3 gallons)
 - Various perennials including catmint, milkweed, Russian sage, salvia, iris, Shasta daisy, foxglove, and coreopsis (1 gallon)
 - Daffodil
 - Honeysuckle (2 gallons)
 - Gazebo Area
 - Remove existing hollies and hostas.
 - Maintain existing gravel areas, with additional topsoil added for leveling as necessary.
 - Plants:
 - Spirea (3 gallons)
 - Rose of Sharon (10 gallons)

- Hosta (1 gallon)
 - Carex (1 gallon)
 - Rudbeckia (1 gallon)
- Ballantine Park
 - Pool Area
 - Within and immediately outside pool fence:
 - Top soil, seed, and hay.
 - Plants:
 - Crabapple (10 gallon)
 - Behind pool building:
 - Top soil and mulch as necessary.
 - Plants:
 - Rose of Sharon (10 gallons)
 - Winterberry (3 gallons)
 - Dwarf Korean lilac (3 gallons)
 - Bank next to pavilion driveway:
 - Top soil as necessary.
 - Plants:
 - Juniper (1 gallon)
 - Sign Area
 - Under park sign:
 - Maintain existing daylilies.
 - Remove existing grasses.
 - Remove existing edging.
 - Top soil and mulch as necessary.
 - Plants:
 - Catmint (1 gallon)
 - Along fence:
 - Grind existing stumps and remove roots as necessary.
 - Top soil and mulch as necessary.
 - Remove existing edging.
 - Plants:
 - Lilac (6 gallons)
 - Ninebark (3 gallons)
 - Hydrangea Tardiva (3 gallons)
 - Various perennials including dianthus, coneflower, salvia, and lobelia (1 gallon)
 - Honeysuckle (2 gallons)

**BID PROPOSAL
PARKS LANDSCAPE IMPROVEMENTS
RFP 2026-012**



TO: Mr. Timothy O'Neil
First Selectman
501 Main Street South
Southbury, Connecticut 06488

PROPOSAL OF

Name of Company _____

Address _____

City, State, ZIP _____

Contact _____

Signature _____

Title _____ Date _____

Telephone _____

Email _____

**PARKS LANDSCAPE IMPROVEMENTS
RFP 2026-012**

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated April 27, 2026, 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 submitted price applicable to each item of the work. It is understood and agreed that should a bid be accepted, it will automatically become the contract or an addendum to any contract agreed upon.

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

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 _____