

**SPECIFICATIONS
AND
BID DOCUMENTS**



**Request for Quote 2022-008
DETENTION BASIN HYDROSEEDING**

DEPARTMENT OF PUBLIC WORKS

501 MAIN STREET SOUTH

SOUTHBURY, CONNECTICUT

SEPTEMBER 14, 2022

Table of Contents

Cover Page _____ 1

Invitation to Bid _____ 3

Information for Bidders _____ 4

Code of Ethics / Conflict of Interest Agreement _____ 10

Bid Proposal _____ 17

INVITATION TO BID
Request for Quote 2022-008
DETENTION BASIN HYDROSEEDING

The Town of Southbury is seeking bids for detention basin hydroseeding rates.

Sealed bids will be received until 11:00 a.m., October 5, 2022 at the Office of the First Selectman, Southbury Town Hall, 501 Main Street South, Southbury, Connecticut 06488, at which time all bids will be publicly opened and read aloud in the Conference Room 208 of the Town Hall. Any bid received after that time will be returned unopened.

Prospective bidders shall examine the "Instructions to Bidders" and shall comply and conform strictly to the conditions and instructions contained therein. Questions regarding this proposal should be directed to Matthew Tarnowski, Department of Public Works Drainage Intern, by email at PWIntern1@Southbury-CT.gov.

The Town of Southbury reserves the right to reject any and all bids in whole or in part or to waive any informality in bidding if it is determined to be in the best interest of the Town of Southbury.

Jeff Manville
First Selectman
September 14, 2022

INFORMATION FOR BIDDERS

1. PROPOSAL AND SPECIFICATIONS

Proposals are being sought by the Town of Southbury, Connecticut for hydroseeding of detention basins and other areas. All proposals shall be in full accordance with the following specifications.

- a. Detention basins (also known as weirs or detention ponds) that have been recently cleared and cleaned by the Town of Southbury are in need of hydroseeding to prevent the growth of invasive grasses and other plants.
- b. The hydroseeding process should include the following materials: low grow, no mow grass seed, 70/30 hydro mulch mixture, tackifier, starter fertilizer, and weed preventer.
- c. The primary application of the hydroseed will be in detention basins, but other areas may need to be seeded as well.
- d. Each purchase order will generally include 30,000 square feet or more of hydroseeding, with work in approximately 4 or more detention basins with areas of approximately 5,000-15,000 square feet each.
- e. The bidder should coordinate with the Director of Public Works to create a schedule at least two weeks in advance of work beginning and supply it to the Director. This schedule should ensure there is no conflict between the bidder's work and scheduled road work.
- f. The bidder should coordinate with the Public Works Department for traffic control as needed.
- g. Fuel will not be provided by the Town and is the responsibility of the bidder.
- h. This contract shall be valid for one year from the date of notice of award.
- i. Any resulting addenda shall be posted at southbury-ct.org. Bidders are responsible for checking the website for addenda. Notifications will not be sent.

2. RECEIPT AND OPENING OF BIDS

Separate sealed bids in triplicate will be received in the Office of the First Selectman, Town Hall, 501 Main Street South, Southbury, Connecticut, 06488, until the time and date stated in the INVITATION TO BID. Bids shall then be publicly opened and read aloud.

All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words "**BID DOCUMENTS Request for Quote 2022-008**" – "**DETENTION BASIN HYDROSEEDING**" so as to guard against opening prior to the time set therefore. 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. BID BOND REQUIREMENTS

Not required.

4. 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 and tools necessary to complete the work in accordance with the bid documents.

5. 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.

6. 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 equipment, materials and 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 in way relieve any bidder from any obligation in respect to his bid.

7. 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.

8. 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.

9. 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.

10. 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 bid that results in the lowest net cost and best value to the Town while complying with all conditions set forth in these Bid Documents. The experience and qualifications of the bidder shall be factors considered in the awarding of a bid and may result in an award to a contractor other than the low bidder. In the event that there is a discrepancy between the prices written in words and in figures, the price written in words shall govern.

See section 19 Minimum Criteria established by town that contractors shall satisfy.

11. 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.

12. 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.

13. PAYMENTS

Invoices shall be furnished to the Director of Public Works 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 Vendor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignees. Payment is for direct hours of work on the project. Travel time is not reimbursable.

14. PREVAILING WAGE RATES

This project is not subjected to prevailing wage rates.

15. CERTIFICATE of 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 or 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 a separate endorsement naming the Town of Southbury as an "Additional Insured". Such endorsement shall include the following language "The Town of Southbury is an additional named 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.

1. 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.

2. 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.

3. 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.

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

If any policy is written on a "Claims Made" basis the retroactive date must be prior to or coincident with the date of the Contract and the Certificate shall state that the coverage is "claims made" and shall also state the retroactive date. The policy must be continually renewed for a minimum of two years from the completion date of the contract or the Contractor must purchase an Extended Reporting Period endorsement or shall purchase Prior Acts Coverage.

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.

16. PERMITS

It is the contractors' responsibility to obtain all necessary permits prior to the start of work. All construction work shall adhere to the latest editions of the applicable State and Local standards as such shall apply for the work being performed. Town Permit fees will be waived.

17. INDEMNIFICATION CERTIFICATE

Bidders shall sign and return the indemnification certificate in order for the proposal to be considered complete and valid.

18. BID SUBMISSION

- a. Bid Quote with rates
- b. Acknowledgement of receipt of Code of Ethics/Conflict of Interest Ordinance
- c. Indemnification Certificate
- d. Three (3) references to include Name, Address, Phone Number and Contact Person
- e. Details of three (3) completed hydroseeding projects in Western Connecticut
- f. Certificate of Insurance naming the Town as Additional Insured

19. Minimum Criteria

Contractors shall satisfy the following minimum criteria established by the town.

- a. A strong safety record.
- b. A record of doing relevant work, including 3 completed hydroseeding projects in Western Connecticut.
- c. A reasonable familiarity with the Town and its Infrastructure/Assets.
- d. The ability to provide personnel who are capable of working with minimal supervision and effectively interfacing with Town's Public Works and other employees.
- e. That they be headquartered within a reasonable proximity of the Town.

Code of Ethics/Conflict of Interest Ordinance

A. Definitions.

The following definitions shall apply to this Ordinance:

1. **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.
2. **Town Employee** (or Town Employment). A paid employee, full or part-time, of the Town of Southbury.
3. **Ethics Commission**. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.
4. **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.
5. **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.
6. **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.
7. **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.
8. **Adverse Interest**. An interest that is adverse to the interests of the Town with respect to the matter under consideration.

9. **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:

- a. is incompatible, or would to a reasonable person appear to be incompatible, with the proper discharge of official duties; or
- b. 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.

1. 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.

2. 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.

3. 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.

1. 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.

2. 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.

1. 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.

2. 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.

1. 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.
2. 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.
3. 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.
4. 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.

1. 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.

2. 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.

3. 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.

4 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.

1. 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.

2. 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.

3. 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.

4. 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.

1. 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.

2. 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.

3. 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.

4. 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.

BID PROPOSAL
2022-008



TOWN OF SOUTHBURY
DETENTION BASIN HYDROSEEDING

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

PROPOSAL OF: _____

NAME OF COMPANY: _____

FOR: Detention Basin Hydroseeding

The undersigned declares that he/she has thoroughly reviewed the specifications and all other bidding documents for Request for Proposal 2022-008, dated September 14, 2022, and that, if his/her bid is accepted, he/she will complete the work for the Town of Southbury and that he/she will take in full payment therefore. The unit prices set forth below are inclusive of all labor, materials, equipment, technical service, insurances, warranties, taxes, licenses, and fees to furnish, deliver and install the materials specified:

IN DOLLARS

IN WRITING

1. Hydroseeding using the following: Low grow, no mow seed, 70/30 hydro mulch, tackifier, starter fertilizer, and weed preventer

\$ _____ per square foot _____ per square foot

ACKNOWLEDGEMENT:

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

ADDENDUM # _____ DATE _____

It is understood that the Town of Southbury reserves the right to add or delete work at its sole discretion.

(Legal Company Name)

(Signature of Authorized Representative) L.S.

(Title of Authorized Representative)

(Business Address)

(City, State and Zip Code)

(Date)

() _____
(Telephone Number)

(Email)

**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 27, 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)

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

Authorized Signature & Title

Address

Date
