

TABLE OF CONTENTS

Title Sheet	1
Table of Contents	2
Request for Qualifications	3
General Provisions	6
Code of Ethics/Conflict of Interest Ordinance.....	8
Code of Ethics/Conflict of Interest Agreement	13
Indemnification Certificate	14

**TOWN OF SOUTHBURY
CONTRACT NO. 2026-013
STATE PROJECT NO. 0130-0192
REQUEST FOR QUALIFICATIONS
REPLACEMENT OF BRIDGE NO. 05029
POVERTY ROAD OVER POMPERAUG RIVER**

The Town of Southbury seeks to engage a Consulting Engineering firm to provide Construction Inspection Services during 2027 for the following transportation project:

**REPLACEMENT OF POVERTY ROAD OVER POMPERAUG RIVER
BRIDGE NO. 05029**

The construction cost is expected to be in the range of \$10,500,000 - \$11,500,000. The Consulting Engineer will be evaluated and selected based on technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of federal, State of Connecticut and Town of Southbury procedures, approximately weighted in descending order of importance. The construction inspection fee will be negotiated on a cost-plus-fixed-fee basis.

Firms responding to this request should be of adequate size and sufficiently staffed to perform the assignment described above. The selected firm must meet all Town of Southbury, State of Connecticut and federal affirmative action and equal employment opportunity practices.

A letter of interest, together with general information on the firm and proposed sub-consultants, the firm's brochure, current Federal GSA Form 330, experience of the firm, and a resume of key personnel should be addressed to The Honorable Tim O'Neil, First Selectman, Town of Southbury, 501 Main Street South (Room 212), Southbury, CT 06488. Additionally, all interested firms must submit a detailed statement, including the organizational structure, under which the firm proposes to conduct business. Proposed sub-consultants should be clearly identified. The relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined.

Project personnel will be required to have the following experience for each classification listed:

Construction Coordinator:

- The Construction Coordinator will be responsible for coordination between the administering unit of the Municipality, Department, Consulting Firm, and project staff to resolve problems concerning activities related to the project.
- Experience:
 1. Not less than fifteen (15) year employment in civil or highway engineering, of which at least six (6) years must have been in a supervisory capacity of complex highway and/or bridge construction activities, vertical or rail construction

activities, as required, and of which at least four (4) years will have been in field inspection activities. A Bachelor of Science Degree in Civil or Construction Engineering may be substituted for two (2) years of the general experience requirement.

2. Have considerable knowledge of construction practices and procedures, as required; the ability to prepare correspondence, reports, and recommendations concerning construction issues; the demonstrated ability to deal effectively with others; and the ability to supervise.

Chief Inspector – Level 3 (Moderately Complexity Projects; typically, between \$5 and \$20 Million):

- Experience:
 1. Not less than ten (10) years employment in civil, highway, or relevant engineering field of which five (5) years must have been in a supervisory capacity of highway, bridge, facilities, or rail construction activities, as required by the project; and at least five (5) years of which shall have been in field inspection activities.
 2. Have considerable knowledge of highway, bridge, facilities, or rail construction practices and procedures, as required; the ability to prepare correspondence, reports, and recommendations concerning construction issues; the demonstrated ability to deal effectively with others; the ability to supervise; and the ability to establish and maintain project records.
- Certifications: NICET Level IV Certification in Transportation/Highway Construction is required, except for those persons possessing a current Professional Engineer's (P.E.) License in the State of Connecticut.

Survey Party Chief:

- Experience:
 1. Not less than four (4) years of construction survey experience, of which at least three (3) years shall have been as an instrument person or survey party chief.
 2. Have considerable knowledge of principles and methods of land surveying; knowledge of principles and practices of highway engineering; the ability to keep and reduce field notes; the ability to determine construction quantities and amounts on completed projects; the ability to supervise the layout of limits of work and grades; the ability to check contractor's survey layout for accuracy; the ability to lay out foundations, rail track, abutments, culverts and pipe lines; the ability to re-establish boundary lines and stake taking lines; and the ability to prepare as-built plans and other related duties, as required.

- Licensing: Current Land Surveyor's (L.S.) License in the State of Connecticut or shall be working under the direct supervision of a member of the Consulting Engineer's staff possessing a current L.S. License in the State of Connecticut.

Questions about this request for qualifications are to be submitted electronically to Mr. Matthew Tarnowski, Southbury Public Works Project Administrator, at MTarnowski@southbury-ct.gov. All questions and answers will be posted on the Town of Southbury website (<https://www.southbury-ct.org/>). Questions will be accepted until 4:00 p.m. on June 8, 2026; answers will be posted by 4:00 p.m. on June 15, 2026. All required documentation must be postmarked by a U.S. Post Office (if mailed) or received in the First Selectman's Office (if hand delivered) no later than 10:00 a.m. on June 22, 2026. Responses received or postmarked after this deadline will not be considered.

The Town of Southbury is an Affirmative Action Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

The Honorable Tim O'Neil
First Selectman of Southbury

GENERAL PROVISIONS

1. INDEMNIFICATION/INSURANCE

The Consultant 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 Consultant or subconsultant, 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 Consultant of any subconsultant or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them maybe liable, and the Consultant 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 Consultant will satisfy and discharge the same without cost or expense to the Town.

Before commencing work, the Consultant shall obtain and deliver certificates of insurance to the Director of Public Works and during the performance of the work, the Consultant 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 Consultant 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 Consultant. The Consultant shall require each subconsultant employed on the Project to maintain the coverage listed below unless the Consultant's insurance covers activities of the subconsultant on the Project.

Worker's Compensation Coverage and Employer's Liability Coverage A at Statutory Limits in accordance with 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 Consultant 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.

Professional Liability, in an amount not less than \$500,000 per occurrence and \$1,000,000 aggregate. The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the Town and the awarded firm.

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 Consultant 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 Consultant for the Town.

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

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.

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 Consultant shall comply with all applicable provisions of said Ordinance. The Consultant acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Consultant 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 Consultant’s contracts or pending contracts with the Town. The Consultant agrees that the above clause will also be incorporated in all of its contracts with its subconsultants.

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 firm must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Consultant 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 Consultant, a subconsultant, 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 Consultant, a subconsultant, 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 Consultant or a subconsultant under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Consultant _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

Date _____