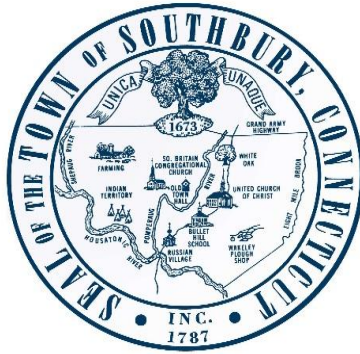


**SPECIFICATIONS  
AND  
BID DOCUMENTS**



**ON-CALL METAL BEAM RAIL INSTALLATION  
RFP 2023-001**

**DEPARTMENT OF PUBLIC WORKS**

**66 PETER ROAD**

**SOUTHBURY, CONNECTICUT**

**MARCH 1, 2023**

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**INVITATION TO BID**  
**ON-CALL METAL BEAM RAIL INSTALLATION**  
**RFP 2023-001**

The Town of Southbury is seeking qualified Contractors or individuals for on-call metal beam rail installation. It is the intent of the Town to enter into a contractual agreement with one or several Contractors to provide services on an as-needed basis. Sealed proposals must be received by 10:00 AM, Wednesday, March 22, 2023 at the Public Works Office, 66 Peter Road, Southbury, CT 06488, at which time bids will be opened and read aloud in the Public Works Office.

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

RFIs (Requests for Information) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at [MTarnowski@southbury-ct.gov](mailto:MTarnowski@southbury-ct.gov). Emails will not be directly responded to, rather, if necessary, an addendum will be posted to the Town of Southbury's website at the link above on the date specified in the RFP schedule.

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.

Jeffrey Manville  
First Selectman  
March 1, 2023

## INFORMATION FOR BIDDERS

1. PROPOSAL. Proposals are being sought for furnishing and installing metal beam rail on various roads and streets in Southbury, Connecticut on an “on-call” basis. 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 **Public Works Office**, 66 Peter Road, Southbury, Connecticut, 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in the **Public Works Office**. 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 2023-001 - On-Call Metal Beam Rail Installation**” so as to guard against opening prior to the time set therefore. **Two copies** 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 in way relieve any bidder from any obligation in respect to his bid.
6. TAX EXEMPTION. The Town of Southbury is exempt from paying tax and, for that reason; the bid price shall not include any tax on the items specified.

7. **QUALIFICATIONS OF BIDDER.** Bidders must be regular full time Contractors in the type of service specified. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid should the evidence submitted by, or investigation of, such bidder fail to satisfy the Town that such bidder is properly qualified to carry out the obligations of the bid and to complete the project contemplated therein. Conditional bids will not be accepted.
8. **ERRORS, INTERPRETATIONS, AND ADDENDA.** Should a bidder find any omissions, discrepancies or errors in the specifications or other bid documents or should he be in doubt as to the meaning of the specifications or other bid documents, he should immediately notify the Town who may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any bidder and no oral statement of the Town shall be effective to modify any of the provisions of the bid documents.
9. **METHOD OF AWARD - LOWEST QUALIFIED BIDDER.** The Town reserves the right to reject any or all bids and may waive any informalities. The bid will be awarded to the responsible bidder submitting the lowest bid complying with all conditions set forth in these bid documents. The delivery or completion date and skill and experience of the bidder shall be factors considered in the awarding of the bid and may result in an award to a vendor other than the bidder quoting the lowest price. In the event that there is a discrepancy between the price written in words and in figures, the price written in words shall govern.
10. **SUBCONTRACTORS.** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
11. **RIGHT OF THE TOWN TO TERMINATE PROJECT.** In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor,

and the Contractor shall be liable to the Town for any excess cost occasioned by the Town as a result of such termination.

12. **PAYMENTS.** Invoices shall be furnished to the Director of Public Works 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	March 1, 2023
RFI Deadline	March 13, 2023
Addendum Release (if necessary)	March 17, 2023
RFP Submission Date	March 22, 2023
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. **TERM/RENEWAL OF CONTRACT.** The bid prices established in this proposal shall remain in full force and effect until November 30, 2023 with three (3) one year optional renewal terms. On 60 days advance written notice, the town may renew the 2023 contract per the same terms and conditions including a mutually agreed-upon adjustment to the unit prices.
17. **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.
18. **PRE-BID CONFERENCE.** Not required.
19. **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.

20. PERFORMANCE, LABOR AND MATERIALS PAYMENT BONDS. Performance, Labor and Materials Payment bonds in the amount of one hundred percent (100%) of the amount bid are required. Within ten calendar days following notice of any award, the Contractor shall furnish Performance, Labor and Materials Payment bonds to the Town of Southbury for the duration of the contract, covering faithful performance of the contract and payment of obligations arising hereunder. Such bonds shall be equal to one hundred percent (100%) of the full amount of the contract as a guarantee that the terms of the contract shall be complied with in every particular. These bonds shall be issued from a surety company either licensed or approved by the State of Connecticut Insurance Commissioner and which has an A.M. Best rating of A-VII or better. These bonds shall clearly state that on default by the Contractor the surety company shall pay all payables associated with this job that are outstanding. For the purpose of this proposal the bonds shall be based on an estimated contract amount of \$400,000.
21. 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 (h) of Section 31-353 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 CONDITIONS

1. The Director of Public Works or his designee shall be the Contractor's direct contact and periodic conferences will be held to review the status of work progress.
2. 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.
3. All work shall be completed in a thoroughly professional and workmanlike manner in strict accordance with the bid documents.
4. 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.
5. 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.
6. Before commencing work, the Contractor shall obtain and deliver certificates of insurance to the Director of Public Works or his designee 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.
  - a. The Contractor shall maintain the coverage listed below and 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.
    - i. 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.



- ii. 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.
  - iii. Comprehensive Automobile Liability, covering all vehicles used by the 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.
  - iv. Excess Liability with minimum coverage of \$ 2,000,000 in umbrella form.
- b. 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.
  - c. All coverage is to be provided on a primary noncontributory basis.
  - d. 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.
  - e. 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.
  - f. 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.

## **SPECIAL PROVISIONS**

1. **SCOPE OF WORK.** The work to be completed under this bid shall include, but not necessarily be limited to, mobilization and demobilization, furnishing and installing metal beam guiderail and miscellaneous associated work. It is intended that this project be completed as directed by the Director of Public Works or his designee in accordance with the unit prices bid.
2. **PROJECT BID PRICES.** It is the intent of this bid proposal to establish unit prices for furnishing and installing metal beam guiderail which unit prices shall include full compensation for all administrative costs, overhead, insurance and bonding costs and for furnishing all labor, supervision, materials, supplies, transportation, tools, equipment, and for performing all work in connection with and reasonably associated with the designated item of work, to be completed in place, as directed and as described in the specifications. The project shall be under the care and control of the Contractor during any assigned task until such time as it is completed and accepted by the Director of Public Works or his designee. The Contractor shall be responsible for well and faithfully performing all work assignments as directed; for the means and methods of construction; for all costs arising from the nature of the work or from any unforeseen difficulties which may be encountered during the performance of the work; and for all losses or damage from the action of the elements during performance of the work. The various unit prices shall be full compensation for all costs of the project while under the care and control of the Contractor.
3. **SCHEDULE AND TIME OF COMPLETION.** The Director of Public Works or his designee and the Contractor shall establish a reasonable date for the commencement of each particular assignment. They shall also establish an allowable period of time for the completion of the work associated with each assignment. The date for completion shall be calculated from the agreed upon date for the commencement of the particular assignment. The Contractor shall be required to complete all work including final restoration and cleanup within the stipulated time period. Prior to commencing any related tasks the Contractor shall notify the Director of Public Works or his designee of the date he intends to actually begin work. If the Contractor anticipates that his operations will impede or interfere with the normal flow of vehicular traffic he shall also coordinate his work schedule with the Police and Fire Departments of the Town.
4. **INDEMNITY CLAUSE.** The Contractor shall, at all times, indemnify and save harmless the Town, the Director of Public Works and their agents and employees from and against all loss and expense (including attorney fees) by reason of liability imposed by law upon the Town or the Director of Public Works for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the Contractor, his subcontractors, the Town, or the

Director of Public Works, their agents or employees, except only such injury or damage as shall be determined by a court of law to have been caused by the sole negligence of the Town or the Director of Public Works.

5. COORDINATION OF SPECIFICATIONS, PLANS & OTHER PROVISIONS. All work shall conform to the relative provisions of one or more of the following; the Director of Public Works or his designee shall be the sole judge of which governs:
  - a. Technical specifications which are published and included as a part of the bid documents.
  - b. The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 814A amended to date and the standard drawings.

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

6. DRAWINGS. There are no drawings furnished by the Town of Southbury with this bid proposal. Drawings may be or may not be furnished for specific work assignments at a later date.
7. SAFETY. The Contractor shall perform all work in accordance with the latest governmental safety regulations and including, but not limited to the Department of Labor, Office of Safety and Health Administration regulations, and suggested practices.
8. LINES, GRADES AND MEASUREMENTS. The controlling lines and grades shall be given to the Contractor by the Town of Southbury Public Works Department or its consulting engineer. The Contractor shall, as directed, provide and set such additional stakes, lines, grades or forms as are necessary to properly extend, transfer or establish the final grade of the work at his expense. If the Contractor through willfulness or carelessness removes, or permits to be removed, any reference marks establishing said controlling lines and grades before the prosecution of the work requires such removal, the replacement of such reference marks shall be at the Contractor's expense. The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work as directed or as called for in the specifications. During the performance of the work, he shall make all necessary measurements to prevent mis-fitting in said work and be responsible therefore, and for the accurate construction of the entire work.
9. PERMITS AND FEES. The Contractor shall, at his sole expense, secure or obtain all necessary State, Local or Federal permits or licenses required to operate and contract as a Contractor. The Town warrants that all necessary permits for the local Planning, Zoning and/or Inland Wetlands Agencies have been obtained by the Town of Southbury.

10. PUBLIC TRAVEL. Roads, including driveways, sidewalks, and crosswalks, shall not be closed to traffic in order to facilitate the Contractor's operations. Should it be necessary to temporarily halt traffic it shall be for as short a time as possible but in no case more than (1) one hour without permission of the Director of Public Works or his designee. Roads, driveways, sidewalks, and crosswalks shall only be closed while work is actually in progress and passage shall be restored as soon as possible. The Contractor shall park all vehicles and equipment so as not to impede the safe and efficient access to abutting properties.
11. UTILITIES. Utilities which may be located within the area and which may be adjacent to the construction work are owned by the following:
- a. Communications – Frontier Communications, Crown Castle Fiber
  - b. Water Mains & Services – The Connecticut Water Company, Aquarion Water Company
  - c. Electricity – Eversource Energy
  - d. Gas Transmission – Eversource Energy, Algonquin Gas Transmission Company
  - e. Sanitary Sewers – The Connecticut Water Company
  - f. Storm Drains - Town of Southbury and/or State of Connecticut
  - g. Cable TV – Charter Communications

The above list is not intended to be all inclusive and is included for the Contractor's convenience. The Contractor shall be responsible for identifying each utility involved in or adjacent to the work and he shall make all the necessary arrangements with any utility that must be protected or relocated in order to accomplish the work. The Contractor shall be solely responsible for the protection of the operating condition of all active utilities within the areas of construction and he shall take all necessary precautions to avoid damage to existing utilities. Any cost of temporary relocations for the Contractor's convenience shall be paid for by the Contractor. The Contractor shall avail himself of the Connecticut Underground Utility Protection Plan ("Call Before You Dig"), Box 1562, New Haven, Connecticut, (Telephone Toll Free, 1-800-922-4455) for notifications of utility companies, prior to excavating.

## 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.

## **SPECIFICATIONS FOR METAL BEAM RAIL**

1. DESCRIPTION. This work shall entail furnishing and installing metal beam railing which shall consist of a single line of rail elements fastened to steel posts, terminal sections, posts, concrete end anchors, and fittings, and the appropriate treatment at fixed objects, bridge parapets and terminal ends. It shall be erected in the location and configuration directed by the Director of Public Works or his designee and shall be fabricated in accordance with the designations, dimensions and details shown on the Connecticut DOT Standard Drawings and in full compliance with the specifications.

### 2. MATERIALS.

- a. Metal Beam-Type Rail and Anchorages: The materials for this work shall comply with the plans or Connecticut Department of Transportation Standard Drawing as to size, shape and weight.
- b. Steel Posts, Post Plates, Brackets and Back-up Rails: All steel posts, post plates, brackets and back-up rails shall conform to the requirements of ASTM A36. After fabrication, all steel posts, post plates, brackets and back-up rails shall be galvanized to meet the requirements of ASTM A123.
- c. Rail Element and Terminal Sections: The rail element and terminal sections shall conform to the requirements of AASHTO M180 except the following shall govern:
  - i. Class A: Base metal nominal thickness, 0.105 inches as shown on the plans.
  - ii. Zinc coating shall be Type 2.
  - iii. Material for the box beam rail element shall conform to ASTM A500, Grade A or B, or ASTM A501. All plates shall conform to ASTM A36. All Material for box beam rail elements and splices shall be galvanized after fabrication in accordance with AASHTO M111 (ASTM A123).
- d. Steel Eyebolt and Standard Turnbuckle: The steel eyebolt and standard turnbuckle shall conform to the requirements of ASTM A237 and shall be zinc-coated to conform to the requirements of ASTM A153.
- e. Connector Plate Bolts: The connector plate bolts shall conform to the requirements of ASTM A325 and shall be zinc-coated to conform to the requirements of ASTM A153.
- f. Cast Steel Connector Plate: The cast steel connector plate shall conform to the requirements of ASTM A27, Grade 65-35 and shall be zinc-coated to conform to the requirements of ASTM A153.
- g. Malleable Iron Connector Plate: The malleable iron connector plate shall conform to the requirements of ASTM A47, Grade No 35018 and shall be zinc-coated to conform to the requirements of ASTM A153.
- h. Structural Steel Anchor Rod, Steel Plates, Steel Washer Plates and Square Steel Washers: These steel fittings shall conform to the requirements of ASTM A36 and

shall be zinc-coated to conform to the requirements of ASTM A153 unless otherwise noted on the plans.

- i. Bolts, Washers, Nuts and Fittings: Anchor bolts shall conform to ASTM A449. The nuts and washers for anchor bolts shall conform to ASTM A563, Grade B. All other bolts and nuts shall conform to the requirements of ASTM A307 unless otherwise noted in the plans. Miscellaneous washers and fittings, unless otherwise shown on the plans, shall conform to ASTM A36.
  - j. Bolts, nuts, and washers shall be galvanized to meet the requirements of AASHTO M232 (ASTM A153). Fittings shall be galvanized after fabrication to conform to AASHTO M111 (ASTM A123).
  - k. Anchor: The bar reinforcement for anchors and the Class "A" concrete for anchors shall conform to the requirements of "Concrete Work".
  - l. Paint: The zinc dust/zinc oxide paint shall conform to the requirements of Type I, II or III as specified in Federal Specifications TT-P-641.
  - m. Used Sections: Used guard rail sections shall comply with all the requirements of new guard rail except that they shall be salvaged and recycled from prior roadway projects. Recycled guard rail shall not contain any large areas that have been scraped, gouged, or dinged, nor shall they be bent or distorted in any manner. All recycled guard rail shall be inspected and approved by the Director of Public Works or his designee and any rejected guard rail shall be promptly removed from the site. Any minor scrapes shall be repaired as required in the specifications.
  - n. Weathered Steel Guardrail: Weathered steel rail sections shall comply with all the requirements, specifications and details of new guard rail except that they shall be constructed with Corten steel.
3. CONSTRUCTION METHODS.

The steel posts, with the exception of end anchor posts, shall be driven. Where rock or boulders are encountered in driving, this material shall be removed so as to make a hole of sufficient size to permit the setting of the post. The post shall then be set, and the area adjacent to the post shall be backfilled and thoroughly compacted, or the hole shall be backfilled and thoroughly compacted before the driving of the posts. End anchor posts, where required, shall be set in dug holes; and the area adjacent to the post shall be backfilled and thoroughly compacted. Any surplus material remaining after the completed installation shall be removed by the Contractor.

The Contractor is cautioned that within the limits of any project, buried cable for illumination or utilities, which may be energized, may be present.

In driving steel posts, suitable driving caps and equipment shall be provided to prevent battering or injury to the posts and to prevent the galvanizing on the posts above the ground line from being scratched, defaced or damaged.

The posts shall be located as shown on the plans. The top of the posts shall form a line parallel with the adjacent pavement surface. Where required, the brackets, rub rails,

back-up rails and rail elements shall then be erected to produce a smooth, continuous rail as shown on the plans. The terminal section, rub rails and rail elements shall be lapped in the direction of traffic where possible.

Whenever metal beam rail or rail treatments are being constructed adjacent to roadways open to traffic, the Contractor shall complete the installation to and including the designed terminal treatment at the close of each day's work so as to prevent any hazard that would be caused by leaving an exposed end of the beam rail or rub rail.

On long runs or other locations where it is not practical to complete the installation to and including the designed terminal treatment, the Contractor shall use temporary methods for terminating the beam rail so as to minimize any hazard by lowering the rail end to the ground and providing adequate anchorage of the same by bolting, weighting, burying, etc.

The Contractor shall submit to the Director of Public Works or his designee for approval details of his proposed methods for the temporary terminal treatment of the end section. No work shall be performed adjacent to the areas open to traffic until approval is given.

The Contractor shall be required to furnish extra length posts where field conditions warrant. These posts shall be of such length that the minimum depth in the ground shall be maintained.

In the welding of steel plates to the steel posts, the welds shall be of appropriate size and shape as shown and shall conform to the applicable requirements of the current Specifications for Welded Highway and Railway Bridges of the American Welding Society as supplemented and revised by the following:

- i. Only a visual inspection of welds will be required.
- ii. All welds shall have no visual cracks nor be defective in any way and shall be formed in a neat and workmanlike manner. Any weld found unacceptable by the Director of Public Works or his designee shall be corrected by the Contractor at no additional cost.

When the rail is to be attached to rock, the necessary rock shall be removed and the holes drilled in the rock in the proper locations. The diameter of the holes shall be sufficient to permit the placement of the bolts and the non-shrink grout, but shall not exceed twice the diameter of the bolts to be installed. The holes shall then be blown clean with an air jet.

The bolts shall be installed in the holes and the holes filled with non-shrink grout. After the steel plate is installed, it and any spalled areas shall be backfilled with non-shrink grout. When the rail is attached to a concrete surface, the bolts shall be installed and grouted as indicated above for installation in rock.

Before final erection, all galvanized elements which have been cut or worked so as to destroy the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and painted with one coat of zinc dust/zinc oxide paint and a finish coat of aluminum paint.

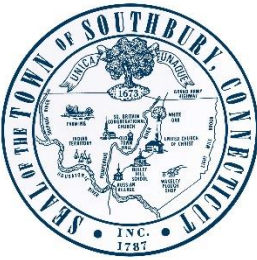
#### 4. MEASUREMENT AND PAYMENT.

The length of metal beam rail measured for payment will be the number of linear feet of accepted rail installed, measured along the top of rail to the nearest foot, between centers of end posts in each continuous section, plus the terminal length of rail at anchors or bridges.

"Metal Beam Rail" will be paid for at the contract unit price per linear foot for the type indicated on the plan or ordered by the Director of Public Works or his designee to be completed in place. The price shall include all materials, fittings, back-up rail, posts, equipment, tools and labor incidental to the installation of the rail, terminal sections, and/or anchorages. The price also includes the furnishings and installation of the terminal elements fastened to bridge parapets and all equipment, tools and labor incidental thereto.

Drilling in or removal of rock or boulders and backfilling with suitable material when required for the installation of posts will be paid for as "Extra Work".

**BID PROPOSAL**



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

PROPOSAL OF

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

Address \_\_\_\_\_

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

Telephone \_\_\_\_\_

Email \_\_\_\_\_

**PRICE SHEET**

**FOR: ON-CALL METAL BEAM RAIL INSTALLATION**

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated March 1, 2023, and that, if his/her bid is accepted, he/she will contract with the Town to furnish all labor, equipment and required material and to perform all the work required by the Town of Southbury as directed and as stipulated in the specifications, and that he/she will take in full payment therefore, the unit price applicable to each item of the work as stated in the following schedule:

**IN FIGURES**

**IN WORDS**

- 1. Metal Beam Rail Type R-B in place complete

\$ \_\_\_\_\_ per LF \$ \_\_\_\_\_ per LF

- 2. USED Metal Beam Rail Type R-B in place complete

\$ \_\_\_\_\_ per LF \$ \_\_\_\_\_ per LF

- 3. WEATHERED Metal Beam Rail Type R-B in place complete

\$ \_\_\_\_\_ per LF \$ \_\_\_\_\_ per LF

- 4. Metal Beam R-B End Anchorage Type I complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

- 5. USED Metal Beam R-B End Anchorage Type I complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

- 6. WEATHERED Metal Beam R-B End Anchorage Type I complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

- 7. Metal Beam R-B End Anchorage Type II complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.



8. USED Metal Beam R-B End Anchorage Type II complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

9. WEATHERED Metal Beam R-B End Anchorage Type II complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

10. Rounded W-Beam End Section complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

11. USED Rounded W-Beam End Section complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

12. WEATHERED Rounded W- Beam End Section complete

\$ \_\_\_\_\_ per ea. \$ \_\_\_\_\_ per ea.

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

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**RECEIPT OF ADDENDA**

**ADDENDUM #**

**SIGNATURE**

**DATE**

1 \_\_\_\_\_

2 \_\_\_\_\_

3 \_\_\_\_\_

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 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 \_\_\_\_\_