

**SPECIFICATIONS  
AND  
BID DOCUMENTS**



**TURF MANAGEMENT  
RFP 2023-003**

**DEPARTMENT OF PUBLIC WORKS**

**66 PETER ROAD**

**SOUTHBURY, CONNECTICUT**

**MARCH 1, 2023**

# TABLE OF CONTENTS

Title Sheet .....	1
Table of Contents .....	2
Invitation to Bid .....	3
Information for Bidders .....	4
General Conditions .....	8
Special Provisions .....	10
Code of Ethics/Conflict of Interest Ordinance.....	12
Specifications .....	18
Bid Proposal.....	22
Price Sheet .....	23
Bid Security .....	25
Indemnification Certificate .....	26
Code of Ethics/Conflict of Interest Agreement.....	27
References.....	28
Site Verification Form .....	29
Exhibits .....	30
Updated Integrated Turf Management Plan.....	37
SLR Memo.....	42

**INVITATION TO BID  
TURF MANAGEMENT  
RFP 2023-003**

The Town of Southbury is seeking qualified Contractors or individuals for turf management. 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 11:00 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 services to perform turf management. 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 2023-003 – Turf Management**” 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 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. **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.
21. **MATERIALS.** All materials to be applied under this proposal shall be purchased by the Town of Southbury from Site One Landscape Supply, 145 North Benson Road, Middlebury, CT. The successful contractor shall include the cost of picking up materials and delivering them to the parks and grounds which are being treated.
22. **SUPPORTING DOCUMENTS.** The Integrated Turf Management Plan and SLR memo presents in this RFP are included as reference documents only.

## 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, management of turf owned by the Town of Southbury 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 turf management 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 the technical specifications which are published and included as a part of the bid documents.
6. **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.
7. **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.

## 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 TURF MANAGEMENT**

1. Scope of Work
  - a. RFP 2023-003 is for the application of various products at Town facilities noted in Exhibits A thru G. The unit price quoted is for a single application at each specific location. The applications will typically consist of pre-emergent crabgrass control, fertilizers and lime. Other products may be required as outlined in the Integrated Turf Management Plan.
  - b. By way of clarification, the scope of work for the “Town Complex” includes all lawn areas from the Police Station (421 Main Street South) to the Parks and Recreation Building (561 Main Street South). This includes all lawns up to the curb line of Main St South.
2. General Requirements
  - a. The Contractor shall have at least 5 years’ experience in maintaining athletic fields and shall provide as part of his bid the names of at least 3 municipal sports complexes, estates, or other turf properties of comparable size that he has maintained in the last 3 years.
  - b. The contractor shall have a supervisor employed by the Town of Southbury on site whenever work is being done. The supervisor shall be thoroughly knowledgeable of the specifications and shall be fluent in English and able to receive, understand and follow written and verbal instructions. He shall have the authority to supervise and direct the work to assure that it is done efficiently and that uniform and high quality workmanship is continually provided.
  - c. All work will be performed in a professional and workmanlike manner by experienced and well trained personnel, utilizing clean, well-maintained equipment of the latest and most efficient design. All employees working for the Contractor must be properly attired at all times while on Town property. All persons performing field maintenance activities must be appropriately trained, and the Director of Public Works or his designee reserves the right to have the Contractor provide adequate proof that his operators are well trained, conversant with Health and Safety regulations and competent in their job performance.
  - d. The practices and procedures employed will be according to accepted industry standards (e.g., Association of Landscape Contractors of America); installations and applications will be made with technical expertise; all vehicles and equipment will be operated both skillfully and safely within the park and town grounds.
  - e. The Contractor shall be responsible for providing and placing such barricades, tarps, signage, caution tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles from harm. The safety of the Contractor’s employees and the public is of prime concern

to the Town of Southbury, and the Contractor must take all necessary steps to assure proper safety during the performance of the contract. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a contract. All work performance shall comply with the Federal Occupational Safety and Health Act. All applications of pesticides classified for restricted use will be made by certified applicators only.

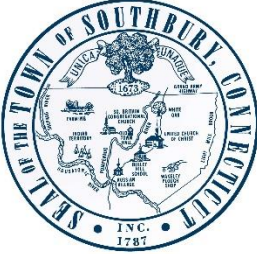
- f. All possible safety hazards encountered by the Contractor or his employees during the performance of the work shall be immediately reported to the Director of Public Works or his designee. Fields shall be left in a safe condition at the end of the Contractor's work day.
  - g. All work scheduled for the fields shall be coordinated with and approved by the Director of Public Works or his designee.
  - h. Any changes to the methods and materials included in the approved maintenance plan shall be made only after consultation with and approval by the Director of Public Works or his designee.
  - i. The Contractor is expected to have adequate equipment to insure that the fertilization of lawns and fields is completed according to the time specified. The successful bidder agrees to subcontract work at his own expense in case of equipment breakdown. The Contractor shall submit with his bid a list of the make and model of the equipment to be used in carrying out the work, along with proof of ownership of said equipment.
  - j. All fertilizers and chemicals shall be delivered in original product packaging and unless otherwise approved shall be mixed and/or applied in the presence of a representative of the Director of Public Works. "Bag tags" shall be provided to the Director of Public Works or his designee for all products applied to the fields.
  - k. The Contractor shall train crew members to be aware of the public using the park and to avoid any conflicts with individuals using the fields. Contractor's supervisor shall be instructed to contact Town representatives should such use by the public prohibit or restrict their employees from performing their work. The Contractor shall also train all employees concerning the provisions of the contract and the need to prevent damage to Town property.
  - l. The Contractor shall keep a record of the treatments applied to the lawns and fields, to include product name, composition, amount applied, date applied, location applied, and any other information as requested by the Director of Public Works or his designee. The Contractor shall supply this record to the Director of Public Works or his designee upon request.
3. Schedule of Operations & Working Hours
- a. Within ten days of the date of notice to proceed, the Contractor shall submit a preliminary schedule for the maintenance to the Director of Public Works or his designee for approval. All work shall be scheduled and shall be completed Monday

through Friday. Work on Saturdays, Sundays and holidays shall not be permitted without the prior approval of the Director of Public Works or his designee. Such approval will only be considered under unusual circumstances. All services shall occur between the hours of 7:00 A.M. and 2:30 P.M. each day. No other times are permitted unless approved by the Director of Public Works or his designee. In no event shall maintenance of any nature interfere with the play at the facilities.

- b. The application of herbicides and pesticides shall be scheduled well in advance of the day of application so that activities can be canceled not only on the scheduled day of application but also for the required re-entry period. The re-entry period used by the Town shall exceed the manufacturer's published re-entry time by 24 hours. Signage shall be installed and removed in strict accordance with the manufacturer's and CT DEEP's requirements, whichever is more stringent.
  - c. The Contractor shall schedule all maintenance activities to accommodate the Town's schedule. No maintenance activities are to take place during scheduled activities unless prior authorization is received from the Director of Public Works or his designee.
  - d. If the Director of Public Works or his designee determines that inclement weather or the conditions of the fields will not allow maintenance service to be accomplished satisfactorily or performed safely according to schedule, the Contractor shall reschedule make-up service as soon as possible.
  - e. The Contractor shall notify the Director of Public Works or his designee of scheduling delays or changes, as well as any comments/complaints received from the general public.
4. Additional & Emergency Work
- a. The Town of Southbury reserves the right to utilize town crews or the contractual services of others for additional related work and/or emergency work. It is the intent of the Town to attempt to utilize the successful contractor for any additional related work and/or emergency work required, however, if for legitimate reasons the Contractor is not able to perform or if the Contractors' rates are not competitive the Town will utilize other sources. Work performed by others does not relieve in part or in whole the contractual obligations of the selected maintenance contractor. Bid prices will be furnished for contractual work only. Additional work will be billed on a quoted price basis or a time and materials basis as required and/or requested by the Town.
  - b. The Contractor shall file, with the Southbury Department of Public Works, the name and telephone number of a person authorized by him who may be contacted during non-business hours regarding any additional related work and/or emergency work at any town facility.
5. Work In Inclement Weather

- a. During freezing weather, frost cover, storms or other inclement weather no work shall be performed unless the Director of Public Works or his designee determines that such work can be performed satisfactorily and in such a manner as to ensure no damage to Town of Southbury property.
6. Quality Control
- a. The Director of Public Works or his designee may require that the Contractor accompany him on an inspection of the work done at the site on a regular basis to evaluate the status and efficacy of all maintenance work. Upon completion of the evaluation the maintenance programs may be revised if necessary, to meet the intent of the specifications.
7. Damage
- a. In the event that the Contractor or his equipment causes damage to the fields or adjacent property the Contractor must promptly notify the Director of Public Works or his designee as well as make necessary repairs. Failure to report damage and make required repairs promptly at no additional cost to the Town may be cause for the immediate termination of this contract by the Town.

**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: TURF MANAGEMENT**

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. Application of turf management materials at Settlers Park. Materials to be provided by the town. Areas to be treated are as shown on Exhibit A.

\$ \_\_\_\_\_ per application                      \$ \_\_\_\_\_ per application

2. Application of turf management materials at Ballantine Park. Materials to be provided by the town. Areas to be treated are as shown on Exhibit B.

\$ \_\_\_\_\_ per application                      \$ \_\_\_\_\_ per application

3. Application of turf management materials at Community House Park. Materials to be provided by the town. Areas to be treated are as shown on Exhibit C.

\$ \_\_\_\_\_ per application                      \$ \_\_\_\_\_ per application

4. Application of turf management materials at Ewald Park. Materials to be provided by the town. Areas to be treated are as shown on Exhibit D.

\$ \_\_\_\_\_ per application                      \$ \_\_\_\_\_ per application

5. Application of turf management materials at Seman Park. Materials to be provided by the town. Areas to be treated are as shown on Exhibit E.

\$ \_\_\_\_\_ per application                      \$ \_\_\_\_\_ per application

6. Application of turf management materials at the Town Complex. Materials to be provided by the town. Areas to be treated are as shown on Exhibit F.

\$ \_\_\_\_\_ per application      \$ \_\_\_\_\_ per application

7. Application of turf management materials at the Public Library. Materials to be provided by the town. Areas to be treated are as shown on Exhibit G.

\$ \_\_\_\_\_ per application      \$ \_\_\_\_\_ per application

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

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**RECEIPT OF ADDENDA**

<b>ADDENDUM #</b>	<b>SIGNATURE</b>	<b>DATE</b>
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.

It is understood that the various unit prices bid will control in any purchase which may result from the Proposal and that the estimated quantities above are approximate only and used only for the comparison of bids. Actual quantities purchased shall be based solely on the needs of the Town. The Town of Southbury reserves the right to add or delete work at its sole discretion.

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 \_\_\_\_\_

## CONTRACTOR SITE VERIFICATION FORM

I hereby attest that I, a representative of the company named below, have field examined the multiple sites for this project and am familiar with the existing conditions.

Company \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A

Settlers Park

280 Crook Horn Road



Red shading  
indicates areas to  
be treated



# Exhibit B

Ballantine Park

611 Old Field Road

Red shading  
indicates areas to  
be treated





# Exhibit C

Community House Park

200 Community House Road



Red shading indicates areas to be treated



# Exhibit D

Ewald Park

234 Poverty Road



Red shading  
indicates areas to  
be treated



# Exhibit E

Seman Park

200 East Flat Hill Road



Red shading  
indicates areas to  
be treated



# Exhibit F

Town Complex

421-561 Main Street South

Red shading  
indicates areas to  
be treated





# Exhibit G

Public Library

100 Poverty Road

Red shading  
indicates areas to  
be treated



# UPDATED INTEGRATED TURF MANAGEMENT PLAN

Settlers Park | Southbury, Connecticut

August 1, 2019

MMI #2097-24-01

## INTRODUCTION

In March 2002, Milone & MacBroom, Inc. (MMI) prepared an Integrated Turf Management (ITM) Plan for the Berry Farm, now known as Settlers Park in Southbury, Connecticut, as part of the town's initiative to develop the site as a community park. The master plan for the property, prepared in 2001, called for the development of athletic fields, playground, concession building, parking, and other site amenities to be implemented in phases. The first phase of development included the construction of four baseball/softball diamonds and two multipurpose fields separating the diamonds located on the southerly side of a central access drive connecting to Crook Horn Road and leading to a central parking area, concession building, playground, and other site amenities. The balance of the site, formerly a strawberry farm, was to be regraded and seeded as a hayfield with one area remaining as a community garden.

The ITM, approved as part of the land use permitting process by both the town's Inland Wetland Commission and Planning Commission, addressed three subjects: the management of the athletic fields; a projection of water demand for field irrigation; and a water quality monitoring program during and post-construction. Now, 16 years after the first phase of development was completed, the town requested MMI to review the ITM and update the plan to reflect current site conditions, turf management operations, and the list of herbicides and pesticides that may be used on the property. The specific tasks include the following:

- Reviewing the written records that the town has regarding the chemical that have been used on the athletic fields
- Reviewing the water quality monitoring reports
- Reviewing recent soil tests with respect to nutrients
- Observing the conditions of the fields
- Making recommendations regarding improving the overall quality of the turf and updating the list of pesticides and herbicides

## REVIEW OF EXISTING RECORDS

The town's records regarding the use of chemicals, water quality monitoring, and soil samples could not be found despite the efforts of town staff. According to Prestige Landscaping, the contractor responsible for fertilizer and other turf maintenance materials, pesticides have not been applied to the athletic turf at the property. The only herbicide that has been used is the annual application of a pre-emergent crabgrass control as recommended in the ITM. Fertilizer has been applied three times each season. Soil



fertility tests have not been performed recently. Water quality sampling of groundwater was performed immediately following construction and for a short time thereafter (presumably 3 years) in accordance with the sampling protocol outlined in the ITM. The results from that testing have not been found in town records. Apparently, water quality sampling has been discontinued since there are no records of any recent sampling to the knowledge of the town staff.

## **EXISTING FIELD CONDITIONS**

Observations of the conditions of the existing fields were made by MMI personnel in the first week of July 2019. The six fields located to the south of the driveway that were part of the initial site development are in good condition. In particular, the baseball/softball fields have a thick stand of grass with few weeds in the playing surface. There are some isolated broadleaf weeds, the most significant being clover. In addition, there is a buildup of thatch that affects the ability of the irrigation water to get into the root zone.

The soccer fields located between the baseball/softball fields are in pretty good condition. However, there are signs of wear in the goal areas and in the center of the fields. There are bare areas where goal nets have been placed in front of the goal, particularly on Soccer Field 3 closest to the access drive. Weeds, particularly clover, plantain and nut sedge are present. Insect damage was not observed.

The athletic fields located to the north side of the access drive and parking area were placed in use approximately 6 years ago. The former hay fields were leveled to some extent by filling in depressions with topsoil that had been stockpiled from the original construction. The irrigation system was extended to serve the new fields.

The quality of Soccer Fields 1 and 2 and Lacrosse Fields 1 and 2 is fair. The surface is uneven with tufts of grass and depressions that tend to trap water causing the soil to be compacted. In some locations, the surface is bare. A variety of weed species was observed. Crabgrass is prevalent particularly in between Soccer Fields 1 and 2. Overall, these fields need attention in order to be comparable in quality to the original fields south of the entrance drive.

## **COMPLIANCE WITH THE 2002 ITM PLAN**

From the observations described above, the cultural practices for maintaining the athletic fields at Settlers Park are being followed for the most part. Filed mowing recommendations appear to be well done and aeration is being performed at least annually. However, topdressing, particularly in areas where play is concentrated, has not been performed as evidenced by the population of weeds, thinner stands of turf and bare spots. In addition, we are not aware that any records have been maintained by the town of the fertilizer applications or the use of other herbicides as required in the ITM.

## ONGOING MAINTENANCE PRACTICES

The emphasis of the 2002 ITM was on maximizing cultural practices and minimizing the use of fertilizer and pesticides. Going forward, the maintenance of the turf at Settlers Park should continue as presented in the original ITM with emphasis on careful mowing, watering, fertilization, and cultivation (vertical mowing, coring, spiking and slicing) in order to reduce weed, insect and disease problems as the means of producing high quality athletic turf. The use of chemicals should continue to be minimized to reduce the potential impacts on ground water, surface water, wetlands, and other natural resources of the Pomperaug River.

Despite efforts to manage the quality of turf through aggressive cultural practices, there may be occasions where there may be an outbreak of a disease or infestation of insects where chemical treatments may be warranted. Aside from the annual application of pre-emergent crabgrass control, application of fungicides or insecticides have not been used at Settlers Park since its construction. However, it should be emphasized that blanket applications of fungicides and pesticides should not occur. Such applications should be limited to spot treatments and using only the chemicals listed in the following table. The chemicals listed have been selected for their effectiveness and having the lowest risk to the environment

**TABLE 1:  
Pesticides and Herbicides Proposed for Settlers Park**

Title phyte (0-0-30)	Foliar Fertilizer	Preventative control of Pythium blight
Xzemplar (fluxapyroxad)	Fungicide	Brown Patch, Dollar Spot, Summer Patch, Fairy Ring,
Segway SC(cyazomafid)	Fungicide	Pythium blight
Exteris Stressguard(Fluopyram, Trifloxystobin)	Fungicide	Brown patch, gray leaf spot, dollar spot, Red thread, snow mold, rust
Surge(dicamba,2,4D,Mecoprop, Sulfentrazone)	Herbicide	Broadleaf weeds
Speedzone(carfentrazone,2,4D, Mecoprop,dicamba)	Herbicide	Broadleaf weeds
Drive XLR8(quinclorac)	Herbicide	Post emergent control of Crabgrass, clover
Lontrel(clopyralid)	Herbicide	Post emergent control of Clover
Dimension 2EW(dithiopyr)	Herbicide	Pre-emergent control of crabgrass and broadleaf weeds
Acelepyrn(chlorantraniliprole)	Insecticide	Preventative control of white grubs

## RECOMMENDATIONS FOR IMPROVING TURF QUALITY

From the review of town records and based on recent observations of the fields at Settlers Park, we recommend the following actions be undertaken in the short term in order to improve the overall quality of the fields particularly those located north of the access drive.

- Obtain Soil Samples. Since there are no records of recent soil tests for fertility, it is recommended that soil samples be taken before the next scheduled fertilizer application. The test should identify pH, major chemical composition (nitrogen, phosphorus, potassium, and iron) in order to determine the appropriate application rates. Testing should be done annually until the pH baseline is established and then every 3 years thereafter can be done through the Agricultural Experiment Station in New Haven or the University of Connecticut. There are commercial laboratories that are available to provide a more thorough analysis specifically for athletic turf.
- Apply Appropriate Fertilizer. A fertility program can be implemented after soil testing has determined the needs of the plant. Optimal soil pH (between 6.0 and 7.0) is critical for a healthy stand of grass. Soil amendments (dolomitic lime, gypsum) can be applied at any time of the year.

Generally, applying 3 to 4 lbs. of nitrogen per 1,000 square feet per year will produce a healthy stand of grass and reduce the severity of disease, weeds, and insect damage. A slow release polyon coated urea fertilizer is recommended. A spring application of 30-0-10 at 1.5 lbs. per 1,000 square feet followed by a fall application of 30-0-10 at 1.5 lbs. per 1,000 square feet. The polyon fertilizer can be impregnated with Dimension (dithiopyr) for crabgrass and broadleaf weed control. If scouting records report an issue with white grubs, then the spring fertilizer application can also be impregnated with Acelepyrn (chlorantraniliprole). Curative control for white grubs is difficult since the timing of application is in early September when fields are in heavy use.

The town should consider using organic fertilizers. If this alternative is desired, either Nature Safe or Ocean Organics can be used. An organic fertilizer program can be developed once soil testing has been completed to determine the needs of the plant.

- Reduce Soil Compaction. The soil underlying the athletic fields at Settlers Park are fine sandy loam where groundwater was measured at the time of construction at approximately 6 feet below the surface. Soil compaction occurs naturally over time and the fields tend to be denser in areas where play is more intense, or the turf is thinner. Overcompaction of the soil limits water infiltration into the root zone causing the grass becomes weaker. Where the soil is bare, particularly in depressed areas, weed species, such as crabgrass, replace the turf grass and the health of the turf becomes degraded.

It is recommended that all fields be aerated at least twice annually to relieve compaction. This can be done using a core aerator with the soil plugs spread evenly across the fields. In areas where the soil is exposed, deep tine aeration is recommended taking care not to damage the irrigation system during the process.

- Reduce Thatch. Thatch is the natural decomposition of the grass that builds up at the base of the turf. As the thickness of the thatch increases over time, water infiltration and oxygen into the root zone is reduced and increases the susceptibility to plant diseases. Sports fields thatch should be maintained at  $\frac{3}{4}$  inch or less to provide some cushion for athletes and can minimize potential



injuries. However, excessive thatch leads to poor turf rooting, prone to scalping from mowing, and is more susceptible to diseases.

Similar to the treatment for compaction, turf density and thatch removal can be accomplished by vertical mowing. This practice should be implemented at least once a year in May or September when the turfgrass is actively growing. Vertical mowing should be continued on a yearly basis until thatch is at  $\frac{3}{4}$  of an inch.

- Topdress and Overseed. The fields should be topdressed and overseeded periodically particularly in areas where extensive play has caused the turf to become thin. Topdressing the fields in conjunction with vertical mowing or aeration will alleviate thatch and smooth the playing field. The topdressing material should be a mixture of fine graded sand and organic material consisting of 70% USGA sand (2 mm), 20% soil and 10% compost placed in a thin layer not exceeding  $\frac{1}{4}$ " from a single application. This work should be done in early spring when new growth begins and in the late summer temperatures begin to cool. Multiple applications of topdressing will be required to fill the minor depressions and to improve the planarity of the newer soccer and lacrosse fields.
- Eliminate Clover. Clover is a broadleaf creeping weed that is difficult to manage and will take over the turf grass if left untreated. From an athletic perspective, clover becomes slippery when moist and can contribute to player injuries. The presence of clover is frequently an indicator of low pH in the soil. Applying lime to raise the pH and applying a broadleaf herbicide will control the spread of clover and eventually eliminate it. If the soil samples show that lime is required, it is better to apply lime in late fall to see improvements in the following growing season although lime can be applied at any time.
- Control Crabgrass. Prestige Landscaping reports that pre-emergent crabgrass control is applied to all fields annually in the early spring. From recent observations, crabgrass is generally under control on the southerly fields but not on the northerly fields. This likely to be the result of compaction, weak stands of grass, and areas where there are bare spots that allow crabgrass to thrive during hot summer months. After re-establishing the turf on bare spots by following the recommended procedure for aeration, topdressing, and overseeding, pre-emergent crabgrass control should continue to be applied annually.

2097-24-01-jl2519-rpt



## Memorandum

**To:** Inland Wetland Commission – Town of Southbury

**From:** Vincent C. McDermott, FASLA, AICP, Principal Landscape Architect and Planner –  
SLR International Corporation

**Date:** October 5, 2022

**Subject:** Maintenance of Athletic Fields at Settlers Park  
SLR #141.12097.00035.0070

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As discussed at the September 13, 2022, meeting of the Inland Wetlands Commission, this memorandum summarizes our meeting with the Department of Public Works (DPW) personnel responsible for the maintenance of the athletic fields at Settlers Park. The purpose of the meeting was a) to review cultural practices and the recent applications of fertilizer and pesticides, b) review the 2019 Updated Integrated Turf Management Plan, and c) discuss the operation plan for the 2023 season. Please note the following:

### Past Practices

1. It was confirmed that the current DPW staff was not aware of the turf management practices recommended at the time the park was constructed and the 2019 Updated Integrated Turf Management Plan. A copy of the updated plan was provided to DPW.
2. Generally, the cultural practices regarding mowing, aeration, and fertilization recommended originally and in the updated plan are being followed. Fertilizer and pre-emergent crabgrass control is being applied in the spring followed by a second application of fertilizer in the fall. Grub controls are applied periodically when needed. Other pesticides are not being used.
3. Aeration has been performed using old equipment that only penetrated approximately 1" to 2" into the turf. This method was inadequate. In the past couple of weeks, DPW has rented an aerator that penetrates to a depth of approximately 4" to reduce compaction, promoting oxygen to the root zone and healthier turf.
4. Irrigation was reduced during the recent drought.
5. There are no records of soil samples and water quality monitoring having been performed in many years.

### Future Practices

1. Soil samples were taken in September by DPW staff and delivered to the Connecticut Agricultural Experiment Station for analysis and recommendations. The results indicate the need for lime to

October 5, 2022

Memo to: Inland Wetland Commission – Town of Southbury

Page 2

raise the pH, which will be applied in the fall. Fertilizer application will occur in the fall and spring. Phosphorous is not needed at this time.

2. Fertilizer and pre-emergent crabgrass control will be applied in accordance with the recommendations from the Experiment Station. Fertilization should not be performed prior to significant rainfall events.
3. Grub control, when necessary, will be applied only to the field of play and the immediate surroundings but not to the rest of the lawn areas at Settlers Park.
4. In lieu of groundwater sampling, soil samples will be taken approximately 2 to 3 months after each round of fertilizer application to identify the effectiveness of fertilizer protocols; the rates of fertilization will be modified accordingly to avoid excess application of nutrients.
5. Reports will be provided annually to the Inland Wetland Commission for review and will identify what materials have been applied in the past year and what is expected to be used in the upcoming year.
6. Other recommendations contained in the 2019 Updated Turf Management Plan will be followed particularly with respect to spot treatment of weeds and insects. Only the following products will be used.

#### Pesticides and Herbicides Proposed for Settlers Park

Title phyte (0-0-30)	Foliar Fertilizer	Preventative control of Pythium blight
Xzemplar (fluxapyroxad)	Fungicide	Brown patch, dollar spot, summer patch, fairy Ring
Segway SC (cyazomafid)	Fungicide	Pythium blight
Exteris Stressguard (Fluopyram, Trifloxystobin)	Fungicide	Brown patch, gray leaf spot, dollar spot, red thread, snow mold, rust
Surge(dicamba,2,4D,Mecoprop, Sulfentrazone)	Herbicide	Broadleaf weeds
Speedzone(carfentrazone,2,4D, Mecoprop,dicamba)	Herbicide	Broadleaf weeds
Drive XLR8(quinclorac)	Herbicide	Post-emergent control of crabgrass, clover
Lontrel (clopyralid)	Herbicide	Post-emergent control of clover
Dimension 2EW (dithiopyr)	Herbicide	Pre-emergent control of crabgrass and broadleaf weeds
Acelepyrn (chlorantraniliprole)	Insecticide	Preventative control of white grubs
Merit 0.2 (Imidacloprid)	Insecticide	Preventative control of white grubs
Tetrino (Tetraiprole)	Insecticide	Preventative control of white grubs

cc: Jerry Lukowski, DPW Director

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