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INVITATION TO BID
PAVEMENT RECLAMATION & PRESERVATION
RFP 2023-014

The Town of Southbury is seeking qualified Contractors for pavement reclamation and pavement preservation (sectional milling & paving) on various roads and streets. It is the intent of the Town to enter into a contractual agreement with one Contractor to provide services.

Sealed proposals must be received by 10:00 AM, December 14, 2023 at the Office of the First Selectman, 501 Main Street South, Southbury, CT 06488, at which time bids will be opened and read aloud in Room 208 of Town Hall.

Specifications and bidding documents may be obtained at the Office of the First Selectman at the above address or electronically on the town's website at www.southbury-ct.org/bids.

Requests for Information (RFIs) concerning the project should be emailed to Matthew Tarnowski, Public Works Project Administrator, at MTarnowski@southbury-ct.gov. RFIs should be received by December 1, 2023. RFIs may not be responded to directly. If necessary, an addendum containing RFI responses will be posted to the Town of Southbury's website at the link above by December 6, 2023.

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. The Town of Southbury is an affirmative action, equal opportunity employer.

Jeffrey Manville
First Selectman
November 17, 2023

INFORMATION FOR BIDDERS

1. PROPOSAL. Proposals are being sought for pavement reclamation and pavement preservation. All work shall be furnished in full accordance with the specifications.
2. RECEIPT AND OPENING OF BIDS. Separate sealed bids shall be received in the **Office of the First Selectman**, 501 Main Street South, Southbury, CT 06488, until the time and date stated in the INVITATION TO BID, and will thereafter be opened and read aloud in **Room 208 of Town Hall**. Proposals may be withdrawn 120 days after opening if no award has been made, except upon the mutual consent of the Town and the bidder. All bids shall be submitted in sealed, opaque envelopes clearly labeled with the name of the bidder, his address, and the words **“Bid Documents, RFP 2023-014 – Pavement Reclamation & Preservation”** so as to guard against opening prior to the time set therefore. **One printed copy and one digital copy (via flash drive)** of all bids shall be submitted. Bids may be forwarded by mail. If mailed, the sealed opaque envelope containing the proposal, marked as described above, shall be enclosed in another envelope properly addressed for mailing. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening thereof.
3. PREPARATION OF PROPOSAL. Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled, handwritten in ink or type written, in both words and figures. Bid prices shall include **all labor, materials and equipment necessary to complete the work** in accordance with the bid documents.
4. WITHDRAWAL OF BIDS. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.
5. FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS. Each bidder is required to be familiar with and to comply with the terms and conditions of the specifications and all other bid documents and with all federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the services in accordance with the bid. Each bidder shall thoroughly familiarize himself with all conditions of the bid documents and specifications before preparing his proposal. The submission of a proposal shall be construed as an assurance that such examination has been made and the failure of the bidder to familiarize himself with conditions relating to the specifications shall not in any way relieve any bidder from any obligation in respect to his bid.
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, bidder's skill and experience, and town contracts currently held by 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.
10. **SUBCONTRACTORS.** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the Town and that approval of the proposed subcontract award cannot be given by the Town unless and until the successful bidder submits all information and evidence requested by the Town regarding the proposed subcontractor. Although the bidder is not required to attach such information and evidence to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.
11. **RIGHT OF THE TOWN TO TERMINATE PROJECT.** In the event that any of the provisions of this bid are violated by the Contractor, or by any of his subcontractors, the Town may serve written notice upon the vendor of its intention to terminate the work, such notices to contain the reasons for such intention to terminate the work, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the project shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, the Town shall immediately serve notice thereof upon the Contractor. In the event of such termination, the Town may take over the work or any portion thereof, and prosecute the same, by contract or any other method, for the account and at the expense of the Contractor,

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

12. **PAYMENTS.** Invoices shall be furnished to the Finance Director or his designee for verification and approval of the amount due the Contractor. Final payment will not be made until final acceptance by the Town of Southbury of all work. The Contractor agrees that he will indemnify and save the Town harmless for all claims growing out of the lawful demands of subcontractors, laborers, suppliers and assignee.
13. **GUARANTEE.** All equipment and materials including all parts and assemblies, if applicable, shall be guaranteed against defects in material and workmanship for a period of at least one (1) year after acceptance. Guarantee shall commence at the time of official acceptance by the Director of Public Works or his designee. Where it is required for the Contractor to repair, replace, resurface, replant or to modify, alter, add or remove hardware, parts, components, or related accessories for the purpose of ensuring proper appearance, performance or operation, such work shall be done as required by the Contractor until such time as acceptable performance has been established. Problems which occur shall be corrected in an appropriate fashion under guarantee. The Contractor shall be responsible to attend to and remedy such items within a reasonable amount of time. Appropriate logs and schedules shall be maintained to reflect these items and their redress.
14. **PRELIMINARY SCHEDULE.**

RFP Release	November 17, 2023
RFI Deadline	December 1, 2023
Addendum Release (if necessary)	December 6, 2023
RFP Submission Date	December 14, 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 December 31, 2025 with three (3) annual optional renewal terms. On 30 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 \$200,000.
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.
- 7. Invoices shall be paid promptly by the Town unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are net 30 days from receipt of properly executed invoice(s). The Town cannot make payments for "execution of contract" (payments due upon contract signing).

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, milling/reclaiming and collecting existing pavement, removal and disposal of millings, installation of new pavement, 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 the various components of paving projects 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. **LIQUIDATED DAMAGES.** The Contractor will proceed with the work at such rate of progress to ensure full completion within the time requirements of each job. It is expressly understood and agreed by and between the Contractor and the Town that the established time for the completion of the work described herein is reasonable, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the work. If the Contractor shall fail to complete the work within the allotted time, or extension of time granted by the Town, then the Contractor and his sureties shall

be liable for and shall pay to the Town for each and every calendar day that he shall be in default in fully completing the work, the sum of two hundred dollars (\$200.00). This sum is hereby agreed upon, not as a penalty, but as fixed liquidated damages, which the Town will suffer by reason of such default, time being of the essence of this contract, and a material consideration thereof. The Town shall have the right to deduct the amount of any such damages from any monies due the Contractor.

5. 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.
6. 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 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.

7. 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.
8. 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.
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 be closed for as brief a time as possible. Roads, driveways, sidewalks, and crosswalks shall only be closed while work is in progress and passage shall be restored as soon as possible. During construction the travel way of streets or roads shall be kept smooth and well compacted and free of holes, depressions, humps, mounds or windrows of loose material or other hindrances to safe and convenient vehicular travel. Following milling the transition to the existing pavement and to all driveway aprons shall be shimmed to avoid a sharp drop-off. The Contractor shall take such reasonable measures, at his own expense, as may be necessary to keep the streets open for traffic. He shall park all vehicles and equipment so as not to impede the safe and efficient access to abutting properties. The Department of Public Works shall be responsible for all notices to the public concerning the state of the roads while the work is in progress.

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 PAVEMENT RECLAMATION & PRESERVATION

RECLAIMING

1. DESCRIPTION

This work shall consist of constructing base course utilizing in-place pulverizing, regrading and recompaction of the existing asphalt surface and binder course (and adding and grading additional aggregate if required) as directed by the Director of Public Works or his designee. Work shall also include application of liquid calcium chloride on the pulverized mass and capping the finished base layer with calcium chloride.

The Contractor shall do all work necessary for the movement of personnel, materials and equipment to and from the project site, and for the establishment and removal of all Contractor's facilities necessary to the performance of the work.

2. MATERIALS

Recycled Aggregate: The material shall consist of a pulverized mixture of existing asphalt pavements and base materials lying under the pavement. The material shall have a minimum of 97 percent passing the 2" sieve and 100 percent passing the 3" sieve.

New Aggregate: The new aggregate shall meet the gradations and quality requirements specified by the Director of Public Works or his designee.

Liquid Calcium Chloride: The calcium chloride solution shall be provided by the manufacturer as a true solution and shall not be reconstituted from flake calcium chloride. The calcium shall meet the following material specifications (see ASTM Designation D98; AASHTO-M144).

Calcium Chloride	35% +/- 1%
Alkali Chloride (as NaCl)	2% max.
Magnesium (as MgCl)	0.1%

3. CONSTRUCTION METHODS

The pulverization shall be performed with a self-propelled rotary reclaimer or equivalent machine capable of fully pulverizing the existing road and mixing the materials to a depth of 8 inches to produce a homogeneous base material. The machine shall be capable of pulverizing bituminous pavement up to 4 inches deep in each pass, and be equipped with an adjustable grading blade (or be immediately followed by a motor grader) to leave its path smooth for traffic. All rollers shall be self-propelled. Existing bituminous concrete and gravel base must be pulverized and mixed so as to form a homogeneous mass of uniformly processed base material which will bond together when compacted.

The existing asphalt surface shall be pulverized for its full depth to the required size and mixed with the underlying base course. Mixing of the underlying crushed aggregate base with the pulverized asphalt pavement may be accomplished in a single pass. Or, if required to obtain proper

gradation or mixing, a multi-step process shall be utilized which consists of windrowing and repeated pulverization. If directed, new aggregate shall be mixed in with all pulverized material and the underlying base to produce a uniform gradation. Material may be required to be removed to return the pulverized and mixed recycled base course to the original grade of the underlying base course. The Contractor will not be paid separately for this item.

Immediately after pulverizing, mixing, and placing the material to an acceptable rough grade, the base surface shall be sprayed with liquid calcium chloride. The distributor for calcium shall be capable of applying liquid calcium chloride in accurately measured quantities at any rate between 0.1 to 2.0 gallons per square yard of roadway surface, at any length of spray bar up to 20 feet. The distributor shall be capable of maintaining a uniform rate of distribution of material regardless of change in grade, width or direction of the road. The distributor shall be equipped with a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. The volume and measuring device shall be equipped with a power unit for the pump so that application is by pressure, not gravity. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of material throughout the entire length of the spray bar at all times while operating, and shall be adjustable laterally and vertically. The spray shall completely cover the roadway surface receiving the treatment. The initial application of liquid calcium chloride shall be at a rate of 0.75 gallons per square yard unless otherwise directed by the Director of Public Works or his designee.

After initial liquid calcium chloride application, the material shall be pulverized and mixed once more, then placed as directed using a motor grader. Immediately after placement, the material shall be compacted. Water shall be added to the recycled material prior to and during compaction if required to obtain maximum compaction. The number, weight and types of rollers shall be as necessary to obtain the required compaction, and may include pneumatic rollers and vibratory steel rollers. Each roller shall have a gross operating weight of not less than 24,000 lbs. and a compacting width of not less than 60 inches. Double drum vibratory rollers must have properly working scrapers and water spraying systems.

Immediately after grading and compaction of the material, liquid calcium chloride shall be applied again at a rate of 0.25 gallons per square yard unless otherwise directed.

At the completion of each working day, the surface of the pulverized and relayed base course shall be graded and compacted to shed water and all driveways, intersecting streets, and the termination points at the beginning and end of the reclamation work shall be shimmed or wedged with aggregate to effect a smooth transition between the base course and the existing paved surface. A blunt vertical bituminous face shall not be left at any location subject to traffic.

4. MEASUREMENT AND PAYMENT

Reclaiming will be measured by the square yard of material reclaimed according to the existing section width and length.

No separate payments will be made for pavement cuts at driveways, intersections or project terminal points placement or for removal of aggregate material to provide temporary transition ramps at driveways, intersections or at pavement cuts at project terminal points, for grading of the

base course, for protection of raised structures, valves or utility boxes, for doing handwork related to removal of material around catch basin inlets, manholes, utility valve boxes and any similar structures, or for providing protection to underground utilities from the reclaiming operation. The costs for these items shall be included in the contract unit price.

SECTIONAL MILLING

1. DESCRIPTION

This work shall consist of milling, removal, and disposal of existing asphalt pavement.

The Contractor shall carry out all work necessary for the movement of personnel, materials and equipment to and from the project site, and for the establishment and removal of all Contractor's facilities necessary to the performance of the work.

2. MATERIALS

Not applicable.

3. CONSTRUCTION METHODS

The Contractor shall remove the asphalt material using equipment acceptable to the Director of Public Works or his designee. The pavement surface shall be removed as directed by the Director of Public Works or his designee.

The equipment for milling the pavement surface shall be designed and built for milling flexible pavements. It shall be self-propelled with sufficient power, traction, and stability to maintain depth and slope and shall be capable of removing the asphalt pavement.

The milling machine shall be equipped with a built-in automatic grade control system that can control the longitudinal profile and the transverse cross-slope to produce the specified results. The longitudinal controls shall be capable of operating from any longitudinal grade reference. The transverse controls shall have an automatic system for controlling cross-slope at a given rate. The Director of Public Works or his designee may waive the requirement for automatic grade or slope controls where the situation warrants such action.

The machine shall be able to provide a 0 to 4 inch deep cut in one pass. The Contractor must have milling machines available with a drum width as narrow as 20". The rotary drum shall utilize carbide tip tools spaced not more than 5/8 inches apart.

The machine shall be equipped with an integral pickup and conveying device to immediately remove material being milled from the surface of the roadway and discharge the millings into a truck, all in one operation. The machine shall also be equipped with a means of effectively limiting the amount of dust escaping from the milling and removal operation.

Protection shall be provided around existing catch basin inlets, manholes, utility valve boxes, and any similar structures. Any damage to such structures as a result of the milling operation is the Contractor's responsibility and shall be repaired at the Contractor's expense.

To prevent the infiltration of milled material into the storm drainage system, the Contractor shall take special care to prevent the milled material from falling into the inlet openings or inlet grates. Any milled material that has fallen into inlet openings or inlet grates shall be removed at the Contractor's expense.

The asphalt millings shall be disposed of at a location within the Town of Southbury as determined by the Director of Public Works or his designee.

The milled surface shall provide a riding surface with a uniform textured appearance. The milled surface shall be free from gouges, longitudinal grooves and ridges, oil film, and other imperfections that are a result of defective equipment, improper use of equipment, or poor workmanship. Any unsatisfactory surfaces produced are the responsibility of the Contractor and shall be corrected at the Contractor's expense and to the satisfaction of the Director of Public Works or his designee.

No vertical faces, transverse or longitudinal, shall be left exposed to traffic. If any vertical face is formed in an area exposed to traffic a temporary paved transition will be established as directed by the Director of Public Works or his designee. If the milling machine is used to form a temporary transition, the length of the temporary transition shall be as directed by the Director of Public Works or his designee. At all permanent limits of removal, a clean vertical face shall be established by saw cutting prior to paving.

Prior to opening an area which has been milled to traffic, the pavement shall be thoroughly swept with a sweeper. The sweeper shall be equipped with a water tank and be capable of removing the millings and loose debris from the surface. Other sweeping equipment may be provided in lieu of the sweeper where accepted by the Director of Public Works or his designee.

4. MEASUREMENT AND PAYMENT

Sectional Milling will be measured for payment by the number of square yards of area from which the milling of asphalt has been completed and the work accepted. No area deductions will be made for minor unmilled areas such as catch basin inlets, manholes, utility boxes and any similar structures.

This work will be paid for at the contract unit price per square yard for "Sectional Milling". This price shall include all equipment, tools, labor, and materials incidental thereto.

No separate payments will be made for cleaning the surface prior to paving; providing protection and doing handwork related to removal of bituminous concrete around catch basin inlets, manholes, utility valve boxes and any similar structures; repairing surface defects as a result of the Contractor's negligence; providing protection to underground utilities from the vibration of the milling operation; removal of any temporary milled transitions; removal and disposal of millings; furnishing a sweeper and sweeping after milling. The costs for these items shall be included in the contract unit price.

SECTIONAL PAVING

1. DESCRIPTION

The work under this Item shall consist of paving and/or patching minor sections of the roadway that have been previously milled or otherwise removed. This work shall also include resetting to proposed grade all existing or newly constructed grates, frames, valve boxes and utility access covers which must normally be set to match finished grade. This work shall be performed in accordance with these specifications and as directed by the Director of Public Works.

2. MATERIALS

Bituminous concrete shall be either Class 1/S0.5 or Class 2/S0.375.

Bituminous material to tack coat shall conform to Section M.04 of the State of CT Standard Specifications for Roads, Bridges, and Incidental Construction.

3. CONSTRUCTION METHODS

The pavement shall consist of a single course. Bituminous concrete shall not be placed until the underlying milled surface or base is in proper condition and has been approved by the Director of Public Works. The bituminous concrete pavement shall be spread and compacted in accordance with the specifications.

Prior to making any permanent repairs, all existing bituminous pavement shall be removed to required depths and widths as directed by the Director of Public Works or his designee. If necessary, additional processed aggregate base shall be placed and compacted. Pavement thickness shall equal or exceed the thickness of the existing pavement after compaction. Edges of existing pavement shall be compressor cut to a straight square edge surface and shall be coated with liquid asphalt emulsion immediately prior to placing the pavement.

The methods employed in performing the work and all equipment, tools, machinery and plant used in handling material and executing any part of the work shall be subject to the approval of the Director of Public Works before the work is started, and whenever found unsatisfactory, it shall be changed and improved as required by the Director of Public Works. All equipment, tools, machinery and plant used must be maintained in a satisfactory working condition.

Machine-spread

Paving equipment shall be of the self-powered type. Machine spreading shall be used in all areas with widths greater than or equal to 36" unless otherwise directed. The Contractor must have pavement spreaders available with widths as narrow as 36".

Prior to the placement of the bituminous concrete, the area to be surfaced shall be cleaned immediately before placing the mixture by brooming or by other means acceptable to the Director of Public Works.

Upon arrival, the bituminous concrete mixture shall be dumped into the approved mechanical spreader and immediately spread and struck off to the full width required and to such appropriate loose depth that when the work is completed, the designed depth will be obtained. The hopper and tunnel shall be properly loaded at all times during the paving operation.

Before any rolling is started, the finished surface struck by the machine shall be checked, any inequalities adjusted, and all fat spots from any source shall be removed and replaced by satisfactory material.

Contact surfaces of curbing, gutters, manholes, etc. shall be painted with a thin, uniform tack coat just before the material is placed against them. Such tack coat shall not be paid for separately. The Director of Public Works may order a

light coating of tack coat applied to the old pavement, for which the application rate shall be 0.05 gallons per square yard. This item shall be included in the unit price for sectional paving.

After spreading and when sufficient set has developed to permit proper compaction, each course shall be compacted by rolling consisting of initial or breakdown rolling, intermediate rolling and final or finish rolling. Initial rolling shall be performed with power-driven steel wheel, tandem or 3-wheel rollers. Intermediate rolling shall be done with a self-propelled pneumatic tire roller equipped with wide-tread compaction tires capable of exerting an average contact pressure from 60 to 90 pounds per square inch uniformly over the surface, by adjusting ballast and tire inflation pressure as required. The Contractor shall furnish evidence regarding tire size, pressure and loading to confirm that the proper contact pressure is being developed and that the loading and contact pressure are uniform for all wheels. Final rolling shall be done by a power-driven steel wheel tandem roller.

The Contractor may include a vibratory roller in the compaction train providing the vibratory roller meets the requirements stated herein. The vibratory roller shall be a self-propelled type specifically designed for the compaction of bituminous concrete, with frequency of vibration between 1500 and 2500 vpm,

The Contractor may substitute one vibratory roller for a breakdown roller and a pneumatic roller in the conventional procedure, and the course shall be finish-rolled with a steel-wheel tandem roller.

Dual vibrating drum rollers meeting the requirements of a steel-wheel tandem roller and operating in the static mode may be used as the finish roller; however, this single vibratory roller shall not be used as both the breakdown roller and the finish roller.

Hand-spread

In areas with widths less than 36", the mixture may be spread and screeded by hand.

When hand-spreading is permitted by special provisions or when, because of any project conditions, it becomes necessary to spread by hand, the mixture, upon arrival, shall be dumped on approved steel dump sheets outside of the area on which it is to be spread and shall then be immediately distributed into place by means of suitable shovels and other tools and spread with metal lutes in a uniformly loose layer of such depth as will result in a completed pavement having the designed depth. Any deviation from standard crown or section shall be immediately remedied by placing additional material or removing surplus as directed. The Director of Public Works may direct that other means of placing the material in

addition to the metal lutes be used to insure a better control of the depths of material and the surface finish.

Following spreading, in an area where available space does not allow for use of rollers, the material may be compacted using a plate compactor. The plate compactor must have a minimum operating weight of 175 pounds, a minimum centrifugal force of 3,000 pounds, and a minimum frequency of vibration of 4,000 vpm.

Each layer or course of the compacted mixture shall be compacted to a density of at least 95 percent. When density tests taken on surface courses indicate that 95 percent compaction has not been achieved, the Director of Public Works may, at his option, request pavement cores and/or additional testing.

The Contractor assumes full responsibility for the cost of repairing all damages which may occur to highway components and adjacent property. If the Director of Public Works determines that the compaction obtained is less than that specified, or damage to highway components and/or adjacent property occurs with the use of the vibratory compaction equipment, the Contractor, at no additional expense, shall immediately cease using the equipment and shall proceed with the work in accordance with the conventional procedure outlined in the specifications.

Such portions of the completed pavement as are defective in surface, compression or composition shall be taken up, removed and replaced with suitable mixture, properly laid in accordance with these specifications at the expense of the Contractor.

Placement of the bituminous material shall be as continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Director of Public Works. Transverse joints shall be formed by cutting back on the previous run, existing bituminous concrete pavement, or bituminous concrete driveways to expose the full depth of the course. On any cold joint, a brush coat of asphaltic material or approved equal shall be used on contact surfaces of transverse and longitudinal joints just before additional mixture is placed against the previously rolled material.

4. MEASUREMENT AND PAYMENT

The quantity to be paid for under this Item shall be the number of tons of Bituminous Concrete transported, placed and compacted. The thickness shall be as directed by the Director of Public Works or his designee.

The Item, "Sectional Paving" shall include transporting, handling and placing all materials including any tack coats, compacting, shaping and all labor equipment, tools and work incidental to or necessary to complete the item. The Town shall furnish all bituminous concrete except that used to correct deficient pavement placed by the Contractor.

ASPHALT SUPPLY

Bidders may also submit a price for furnishing various types of bituminous hot-mix asphalt from O&G Industries. This item is optional. Asphalt cost escalation or reduction specifications are detailed below.

The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of Bituminous Concrete Asphalt mixtures completed and accepted during the Contract.

The Asphalt Price is available on the Department of Transportation website at:

<http://www.ct.gov/dot/asphaltadjustment>

An asphalt adjustment will be applied only if both of the following conditions are met:

- a. The total quantity for all mixtures in the Contract exceeds 1,000 tons or the Project duration is greater than 6 months.
- b. The difference between the posted Asphalt Base Price and Asphalt Period Price varies by more than \$5.00 per ton.

Regardless of the binder used in all asphalt mixtures, the Asphalt Adjustment Cost will be based on New Haven English PG 64-22.

Method of Measurement:

- a. Tons: The quantity in tons of accepted Bituminous Concrete mixture measured and accepted for payment.
- b. Asphalt Base Price: The asphalt price posted on the CTDOT website for November 10, 2023.
- c. Asphalt Period Price: The asphalt price posted on the CTDOT website during the period the Bituminous Concrete mixture was placed. The price posted on Monday of each week shall serve as the period price for the entire week.
- d. PG%: Performance-Graded Binder percentage

Formula (adjustment per ton): $(PG\%/100) \times (\text{Period Price} - \text{Base Price})$

For Bituminous Concrete mixes:

PG% = 5.0 for Class 1/S0.5

PG% = 6.0 for Class 2/S0.375

The asphalt adjustment cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

Basis of Payment: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. The Contractor will be required to furnish asphalt delivery tickets to the Town throughout the duration of all paving operations. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown on the Bid Form for this item will be considered the bid price although the adjustment will be made as described above. The estimated cost figure is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded and the original cost figure will be used to determine the amount of the bid for the Contract.

For purposes of this bid, asphalt adjustment cost shall be calculated on the asphalt cost being \$585/Ton.

APPROXIMATE MEASUREMENTS & LOCATIONS

1. The approximate areas to be worked on through December 31, 2024 are noted below. Current schedules require work on all roads except Grandview Road and Ridgeview Road to be completed before July 1, 2024. Grandview and Ridgeview Road will be reclaimed after July 1, 2024. The size of the areas to be worked on in future years may vary.
2. Reclaiming
 - a. Grandview Road ~6200 SY
 - b. Ridgeview Road ~4500 SY
 - c. Shepaug River Road ~1800 SY
(Town boat launch)
 - d. Total ~12500 SY
3. Sectional milling & paving
 - a. Greenwood Drive ~280 SY
 - b. Hidden Brook Drive ~170 SY
 - c. Short Rock Road ~570 SY
 - d. West Purchase Road ~3340 SY
 - e. Scout Road ~920 SY
 - f. Total ~5280 SY

OTHER

1. No separate payment will be made for mobilization or travel between the work sites. 10% of each road to be sectionally milled & paved is assumed to be in need of repair. The areas detailed in the previous section represent 10% of the total area of the roads. Actual amounts of sectional milling & paving required may vary from these estimates.
2. Areas to be sectionally milled & paved are assumed to fall into 3 categories as follows by area:
 - a. Less than 15 square yards: 70%
 - b. Between 15 and 30 square yards: 20%
 - c. More than 30 square yards: 10%
3. Bidders must also submit an attached equipment list detailing which of the following machines are available, with associated manufacturer's spec sheets:
 - a. Paver(s) – including model, paving width, and weight
 - b. Milling machine(s) – including model and milling width
 - c. Roller(s) – including model, roller width, and weight
 - d. Plate compactor(s) – including model and plate size

4. All materials shall be furnished by the Town and billed directly to the Town by the supplier except calcium chloride solution, tack coat, and the optional bituminous hot-mix asphalt indicated by the above item. These three items are to be supplied by the Contractor.

**BID PROPOSAL
PAVEMENT RECLAMATION & PRESERVATION
RFP 2023-014**



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

PROPOSAL OF

Name of Company _____

Address _____

City, State, ZIP _____

Telephone _____

Email _____

**BID FORM
PAVEMENT RECLAMATION & PRESERVATION
RFP 2023-014**

The bidder declares that he/she has thoroughly examined the specifications and all other bidding documents for the proposed work, dated November 17, 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:

- | | |
|---|----------|
| 1. Reclaiming, per square yard: | \$ _____ |
| 2. Sectional milling, per square yard: | \$ _____ |
| 3. Sectional paving, machine-spread, per ton: | \$ _____ |
| 4. Sectional paving, hand-spread, per ton: | \$ _____ |
| 5. Supply Class 1 asphalt, per ton: | \$ _____ |
| 6. Supply Class 2 asphalt, per ton: | \$ _____ |
| 7. Supply S0.5 asphalt, per ton: | \$ _____ |
| 8. Supply S0.375 asphalt, per ton: | \$ _____ |

Note: Items 5-8 are optional.

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

**RECEIPT OF ADDENDUM
SIGNATURE**

DATE

The bidder certifies that his bid is made independently without collusion, agreement, understanding or planned course of action with any other bidder and that the contents of his bid have not been disclosed to anyone other than his employees, agents or sureties prior to the official bid opening.

The bidder, by submittal of this bid, agrees with the Town that the amount of bid security deposited with this bid (if required) fairly and reasonably represents the amount of damages the Town will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

Legal Company Name _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

City, State and Zip Code _____

Telephone Number _____

Email _____

Date _____

The successful bidder must submit satisfactory proof of insurance and a signed Indemnification Certificate.

INDEMNIFICATION CERTIFICATE

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Town of Southbury, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of Southbury. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefits acts or other employee benefits acts.

Contractor _____

Signature of Authorized Representative _____

Title of Authorized Representative _____

Business Address _____

Date _____

NOTICE TO CONTRACTORS — CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE

The Town of Southbury has amended its Code of Ethics/Conflict of Interest Ordinance to become effective on February 28, 2017 and is included in this package. The Contractor shall comply with all applicable provisions of said Ordinance. The Contractor acknowledges receiving a copy of said Ordinance, a copy of which is attached hereto and made a part hereof. The Contractor further agrees that any instance of its violating any provisions of the Code of Ethics/Conflict of Interest Ordinance will be sufficient cause for the Town to terminate any or all of the Contractor's contracts or pending contracts with the Town. The Contractor agrees that the above clause will also be incorporated in all of its contracts with its subcontractors and consultants.

ACKNOWLEDGEMENT OF RECEIPT

I have **read** the above Code of Ethics/Conflict of Interest Ordinance, and agree to abide by its terms.

ORDINANCE RECEIVED BY

Print Name _____

Signature _____

Date _____

REFERENCES

The Bidder is required to complete the following form to allow the Town of Southbury to make inquiries and judgment as to the Bidder’s experience, skill, available financial resources, credit, and business standing.

- 1. The Bidder has been in business for _____ years.
- 2. List three (3) projects of similar nature to the project described herein that the Bidder has completed. Include the name of entity, address, contact person, email, and telephone number of a reference for each project.

a. Name _____

Address _____

Contact _____

Email _____

Phone _____

b. Name _____

Address _____

Contact _____

Email _____

Phone _____

c. Name _____

Address _____

Contact _____

Email _____

Phone _____