

TOWN OF SOUTHBURY  
CONTRACTOR'S CHECK LIST

PROJECT: REPLACEMENT OF OLD FIELD ROAD BRIDGE OVER BULLET HILL  
BROOK (BRIDGE No. 130-009)

\*\*\*\*\*  
\*\*\*

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the Bidder's use and shall not be required for submittal.

The following forms shall be submitted in duplicate.

FORM DESCRIPTION

1. BID PROPOSAL PAGES
2. BID BOND
3. CERTIFICATE AS TO CORPORATE PRINCIPAL
4. FORM OF SURETY GUARANTY
5. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
6. AFFIRMATIVE ACTION PROGRAM CERTIFICATION
7. STATEMENT OF BIDDER'S QUALIFICATIONS
8. CHRO – BIDDER CONTRACT COMPLIANCE MONITORING REPORT
9. CONTRACTOR'S WAGE CERTIFICATION FORM
10. EVIDENCE OF CTDOT PRE-QUALIFICATION (GROUP No. 8 – MINOR BRIDGES OR GROUP No. 8A – BOX CULVERTS))

# BID

## TOWN OF SOUTHURY, CONNECTICUT

### REPLACEMENT OF OLD FIELD ROAD BRIDGE OVER BULLET HILL BROOK (BRIDGE No. 130-009)

Bid Submitted by:

Company Name	
Street Address	
City, State and Zip Code	
Contact	
(        )	(        )
Telephone #	Fax #

Jeff Manville  
First Selectman  
Town Hall, 501 Main Street South  
Southbury, Connecticut 06488

Dear Mr. Manville:

The undersigned, having familiarized themselves with the existing conditions of the Project area affecting the cost of the work and with the Contract Documents (which includes Advertisement For Bids, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and form of Surety Bond or Bonds as prepared by the Town of Southbury and on file at the First Selectman's Office, Town Hall, 501 Main Street South, Southbury, Connecticut 06488, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the Project Manual and subsequent addenda, the following bid:

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHBURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
1 0201001 A	CLEARING AND GRUBBING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____
2 0202000 A	EARTH EXCAVATION THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	990	\$ _____
3 0202216 A	EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	130	\$ _____
4 0202219 A	SUPPLEMENTAL STREAMBED CHANNEL MATERIAL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	14	\$ _____
5 0202529	CUT BITUMINOUS CONCRETE PAVEMENT THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	75	\$ _____
6 0203202	STRUCTURE EXCAVATION-EARTH (EXCLUDING COFFERDAM AND DEWATERING) THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	900	\$ _____
7 0203304	STRUCTURE EXCAVATION-ROCK (EXCLUDING COFFERDAM AND DEWATERING) THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	60	\$ _____
8 0204001	COFFERDAM AND DEWATERING THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	280	\$ _____
9 0204151 A	HANDLING WATER THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____
10 0209001	FORMATION OF SUBGRADE THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	960	\$ _____
11 0210303 A	TURBIDITY CONTROL CURTAINS THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
12 0212000 A	SUBBASE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	300	\$ _____
13 0214100 A	COMPACTED GRANULAR FILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	100	\$ _____
14 0216000	PERVIOUS STRUCTURE BACKFILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	690	\$ _____
15 0219001	SEDIMENTATION CONTROL SYSTEM THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	720	\$ _____
16 0304002 A	PROCESSED AGGREGATE BASE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	130	\$ _____
17 0406171 A	HMA S0.5 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	110	\$ _____
18 0406172 A	HMA S0.375 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	110	\$ _____
19 0406173 A	HMA S0.25 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	5	\$ _____
20 0406303 A	SAWING AND SEALING JOINTS THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	60	\$ _____
21 0503866 A	REMOVAL OF EXISTING CULVERT THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____
22 0586001.10	TYPE 'C' CATCH BASIN - 0'-10' DEEP THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHBURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
23 0586040.10	TYPE 'C-L' CATCH BASIN - 0'-10" DEEP THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2	\$ _____
24 0601062 A	FOOTING CONCRETE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	93	\$ _____
25 0601064 A	ABUTMENT AND WALL CONCRETE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	86	\$ _____
26 0601088 A	CONCRETE FORM LINERS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	808	\$ _____
27 0601125 A	20' X 9' PRECAST CONCRETE BOX CULVERT THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	35	\$ _____
28 0601502	1/2" PREFORMED EXPANSION JOINT FILLER FOR BRIDGES THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	150	\$ _____
29 0602030	DEFORMED STEEL BARS - GALVANIZED THE PRICE PER POUND OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	17900	\$ _____
30 0686000.18	18" R.C. PIPE - 0'-10' DEEP THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	85	\$ _____
31 0686000.36	36" R.C. PIPE - 0'-10' DEEP THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	113	\$ _____
32 0703011	INTERMEDIATE RIPRAP THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	60	\$ _____
33 0703031 a	ROCK WEIR THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	8	\$ _____

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHBURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
34 0707009 A	MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC) THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	86	\$ _____
35 0708001	DAMPPROOFING THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	200	\$ _____
36 0755009	GEOTEXTILE THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	330	\$ _____
37 0815001	BITUMINOUS CONCRETE LIP CURBING THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	246	\$ _____
38 0819002 A	PENETRATING SEALER PROTECTIVE COMPOUND THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	30	\$ _____
39 0822001	TEMPORARY TRAFFIC BARRIER THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	120	\$ _____
40 0904990 A	METAL BRIDGE RAIL THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	44	\$ _____
41 0921001	CONCRETE SIDEWALK THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1449	\$ _____
42 0922501	BITUMINOUS CONCRETE DRIVEWAY THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	38	\$ _____
43 0922503	GRAVEL DRIVEWAY THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	24	\$ _____
44 0944000	FURNISHING AND PLACING TOPSOIL THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1150	\$ _____

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
45 0950005	TURF ESTABLISHMENT THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1150	\$ _____
46 0952051 A	CONTROL AND REMOVAL OF INVASIVE VEGETATION THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	288	\$ _____
47 0969060 A	CONSTRUCTION FIELD OFFICE (SMALL) THE PRICE PER MONTH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	6	\$ _____
48 0970006	TRAFFIC PERSON (MUNICIPAL POLICE OFFICER) THE ESTIMATED PRICE OF \$ SIX THOUSAND THREE HUNDRED DOLLARS AND NO _____ CENTS (\$ 6,300.00 _____)	EST	\$ 6,300.00
49 0971001 A	MAINTENANCE AND PROTECTION OF TRAFFIC THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____
50 0974001 A	REMOVAL OF EXISTING MASONRY THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	21	\$ _____
51 0975004	MOBILIZATION AND PROJECT CLOSEOUT THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____
52 0976002	BARRICADE WARNING LIGHTS-HIGH INTENSITY THE PRICE PER DAY OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1200	\$ _____
53 0978002	TRAFFIC DRUM THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	12	\$ _____
54 0979003	CONSTRUCTION BARRICADE - TYPE III THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	12	\$ _____
55 0980020	CONSTRUCTION SURVEYING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	LS	\$ _____

**BID PROPOSAL**  
**REPLACEMENT OF BRIDGE NO. 130-009**  
**OLD FIELD ROAD OVER BULLET HILL BROOK**  
**SOUTHBURY, CONNECTICUT**

ITEM No	Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
56 0981100	42" TRAFFIC CONE THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	12	\$ _____
57 1204210 A	FURNISH AND INSTALL PROJECT SIGN THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2	\$ _____
58 1209007	PAINTED PAVEMENT MARKING 4" YELLOW THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	300	\$ _____
59 1220027	CONSTRUCTION SIGNS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	210	\$ _____
60 1700005 A	TESTING THE ESTIMATED COST OF \$ SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO _____ CENTS (\$ 7,500.00 _____)	EST	\$ 7,500.00

**TOTAL BID:**

\_\_\_\_\_ **DOLLARS**

**AND**

\_\_\_\_\_ **CENTS**

**SUBMITTED BY:**

\_\_\_\_\_ (PRINTED NAME)

\_\_\_\_\_ (TITLE)

\_\_\_\_\_ (SIGNATURE)

\_\_\_\_\_ (DATE)



It is understood and agreed that the written Unit Prices bid for the quantities of work in the various items of work shall control the Contract award and that the quantities noted are approximate (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Should quantities be less than those shown for the Unit Prices, only lesser, actual quantities will be allowed in calculating cost.

**Notice to Bidders:**

The Bidder's attention is called to Section 9 of the "Instructions to Bidders" regarding the significance of the as-bid unit prices for this Project.

The Bidder understands, by signing this Bid that the Town of Southbury shall REJECT any bid that has unit prices, which are, in the opinion of the Purchasing Agent, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Southbury reserves the right to reject any and all bids, or to waive any informality in the submitted bid documents. The Bidder also understands that the Town of Southbury reserves the right to accept any, all, or none of the Alternates, which may be listed above and may accept Alternates in any order at the Town's sole discretion. The Bidder agrees to perform the work of each accepted Alternate for the sum quoted for each and to include such accepted Alternates in the Contract for construction.

If written notice of the acceptance of this Bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

**Bid Bond:**

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

\_\_\_\_\_ Dollars and No Cents

(\$\_\_\_\_\_)

This security shall be the sole and exclusive property of the Town of Southbury as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

**Other Conditions:**

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

**Addenda:**

The bidder hereby acknowledges receipt of the following Addenda. (Include signed copies of addenda with bid submittal)

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:		
Company Name: _____		
Street Address _____		
City, State and Zip Code: _____		
Contact: _____		
Signature _____	Title _____	Date _____

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,

\_\_\_\_\_  
(Name of Principal)

as PRINCIPAL, and \_\_\_\_\_

as SURETY are held and firmly bound unto the Town of Southbury hereinafter called the "Town",  
in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

lawful money of the Untied States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 2025 for REPLACEMENT OF BRIDGE NO. 130-009 OLD FIELD ROAD OVER BULLET HILL BROOK.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening and shall within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Town of Southbury in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Town of Southbury the difference between the amount specified in said Bid and the amount for which the Town of Southbury may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

\*\*\*\*\*

**For Sole Proprietor**

(Seal)

In Presence of:

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Business Address)

\*\*\*\*\*

**For Partnership:**

In Presence of:

(Seal)

\_\_\_\_\_  
(Witness Signature)

(Partnership)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
(Business Address)

\*\*\*\*\*

**For Corporation:**

Attest:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix  
Corporate  
Seal)

By: \_\_\_\_\_

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

(Affix  
Corporate  
Seal)

Countersigned:

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact, State of \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond, that \_\_\_\_\_ who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said Corporation; that I know the signature and the signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of the governing body.

\_\_\_\_\_

\_\_\_\_\_

(Title)

(Corporate  
Seal)

(The Surety Company must append statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut).

**FORM OF SURETY GUARANTY**

(To accompany Bid)

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation and for other valuable consideration, the

\_\_\_\_\_  
(Name of Surety Company)

a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Connecticut, certified and agrees, that if Contract REPLACEMENT OF BRIDGE NO. 130-009 OLD FIELD ROAD OVER BULLET HILL BROOK is awarded to

\_\_\_\_\_, the undersigned Corporation will execute the  
(Name of Bidder)  
bond or bonds as required by the Contract Documents and will become Surety in the full amount of the Contract Price for the faithful performance of the Contract and for payment of all persons supplying labor or furnishing materials in connection thencewith.

\_\_\_\_\_  
(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

**TOWN OF SOUTHBURY, CONNECTICUT**

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER**  
**(Including notification of outstanding financial and other obligations to the Town of Southbury)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of \_\_\_\_\_  
\_\_\_\_\_, the Bidder/Proposer that has submitted the attached  
(Bidder/Proposer Name)  
Bid/Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
4. Neither the said Bidder/Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Southbury or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

\_\_\_\_\_ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Southbury nor are they a party to any entity which has any such obligations.

\_\_\_\_\_ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Southbury as required by State law.

9. **Listing of owners, partners, officers, representatives, agents and/or affiliates**

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Title \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTE: THIS FORM MUST BE NOTARIZED**

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	



**AFFIRMATIVE ACTION PROGRAM CERTIFICATION**

City/Town of \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PROJECT \_\_\_\_\_

BID AMOUNT: \$ \_\_\_\_\_

DATE: \_\_\_\_\_

I (Name of Person) \_\_\_\_\_ of

the (Name of Firm) \_\_\_\_\_  
intend

to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on \_\_\_\_\_, 20 \_\_\_\_ and it expires on \_\_\_\_\_, 20 \_\_\_\_.

SIGNED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EEO OFFICER

**STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire.

- 1. Name of Bidder: \_\_\_\_\_
- 2. Bidder's Tax Identification Number: \_\_\_\_\_
- 3. Permanent Main Office Address: \_\_\_\_\_
- 4. When Organized: \_\_\_\_\_
- 5. If a Corporation, where incorporated: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_
- 6. If other than a Corporation or Partnership, describe Organization and name Principals:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Number of years engaged in construction under present firm or trade name: \_\_\_\_\_ Number of years as General Contractor: \_\_\_\_\_

8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

9. General character of work performed by your firm:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. Percent of work normally performed with your own forces:

<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

11. Have you ever failed to complete any work awarded to you? If so, where and why:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Have you ever defaulted on a Contract? If so, where and why:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

14. List major equipment available for this Contract:

---

---

---

15. Experience in work similar in importance to this project:

---

---

---

---

16. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Responsibility</u>	<u>Previous Position Years Experience</u>
--------------------------	---	--	-----------------------	---

---

---

---

---

17. Name and background of superintendent who will have principal on-site responsibility for this project:

<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

18. List States and Categories in which your Organization is legally qualified to do business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

19. Give bank and trade references:

<u>Bank</u>	<u>Trade</u>
_____	_____
_____	_____
_____	_____

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of Contract for the Project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Southbury in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_ Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, being duly sworn, deposes and says that he/she is \_\_\_\_\_

of \_\_\_\_\_ and that he/she answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of [Section 32-9n](#).” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

---

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.



2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

**MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

**BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

**COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

**ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

**OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

**BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

**CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

**MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
--	---

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT**

**PART 1 – Bidder Information**

<p>Company Name: Street Address: City &amp; State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

**PART II - Bidder Nondiscrimination Policies and Procedures**

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

**PART IV - Bidder Employment Information**

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------



**STATE OF CONNECTICUT  
LABOR DEPARTMENT**

REGULATION OF WAGES DIVISION

**CONTRACTOR'S WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of  
(Officer, Owner, Authorized Rep. Company Name)

Do hereby certify that the firm of

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

and all of its subcontractors will pay all workmen on the:

REPLACEMENT OF BRIDGE NO. 130-009  
OLD FIELD ROAD OVER BULLET HILL BROOK

The wages as listed in the schedule of prevailing rates required for such Project (a copy of which is attached hereto).

\_\_\_\_\_  
(Signature) ( Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Prevailing Wage Rates for this Project are attached in Appendix A.**

**\*It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on State Wage Rates for those trades people who are not covered by the applicable State Wage Determination, but who may be employed for the proposed work under this Contract.**

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

BY:

---

Authorized Signature & Title

---

Address

---

Date



**CODE OF ETHICS/CONFLICT OF INTEREST ORDINANCE**

The Town of Southbury has recently adopted a Code of Ethics/Conflict of Interest Ordinance. 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. (Shown below)

ORDINANCE RECEIVED BY:

\_\_\_\_\_ (Print name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Date)

## **Code of Ethics/Conflict of Interest Ordinance**

### **A. Declaration of Policy.**

1. The proper operation of the government of the Town of Southbury requires that public officers, employees, and members of boards, commissions and committees 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 office and employment not be used for personal gain; and that the public have confidence in the integrity of its government.

2. The purpose of this Ordinance is to set forth standards of ethical conduct to assist public officers, employees, members of boards, commissions and committees and persons dealing with them, when they are in the performance of their duties, so as to maintain and enhance a tradition of responsible and effective public service.

3. In the interest of ensuring that concerns regarding possible conflict of interests are promptly raised, this Ordinance permits a concern that a conflict of interest may exist to be raised by any person, regardless of whether the person would be considered an aggrieved party as that term is interpreted under Connecticut law. Any failure to observe the procedures set forth in this Ordinance shall not, however, afford a basis for an action for damages against the Town, any Town board, commission, agency or employee, or any member of any Town board or commission, or for challenging a decision, license, permit or other action of a Town employee, board or commission or member of same by a person who would not, but for the provisions of this Ordinance, have standing to bring such an action.

### **B. Definitions.**

The following definitions shall apply to this Ordinance:

1. **Conflict of Interest.** A conflict of interest shall be deemed to exist if any Town officer, employee, or member of any board or commission has a financial or personal interest, direct or indirect, in any purchase, contract, transaction, or decision involving his office, board, commission or employment. Indirect interest is defined as an interest in which an officer, member or employee might influence a decision or event so as to achieve gain, financial or otherwise, on behalf of a family member, friend or associate or that creates an actual or perceived monetary or personal indebtedness to any party.

2. **Financial Interest.** A financial interest shall be deemed to exist if:

a. Any such officer, member or employee might, directly or indirectly, derive pecuniary or financial gain or suffer loss from any purchase, contract, transaction or decision involving his office, board, commission or employment; or

b. A business or professional enterprise in which such officer, employee or member has any interest as an owner, member, partner, officer, employee or stockholder or has any other form of participation that will be affected by the outcome of the matter under consideration.

3. Personal Interest. A personal interest shall be deemed to exist if any such officer, member or employee shall have an interest with a person involved in any such contract, transaction or decision by reason of:

a. Relationship within the fourth degree by blood or marriage; or

b. Close business relationship; or

c. An interest that is averse to the interests of the Town with respect to the matter under consideration.

4. Material Conflict of Interest. A conflict of interest shall be deemed to be material where a reasonable person would conclude that the financial or personal interest:

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

b. would tend to impair, or would to a reasonable person appear to impair, independence of judgment and action in the performance of official duties.

5. Public Official. An elected or appointed official, whether paid or unpaid, full or part-time, of the Town.

6. Ethics Commission. The Town of Southbury Commission on Ethics as authorized by Section 7-148h of the Connecticut General Statutes.

### **C. Disclosure of Conflict.**

1. Any Town officer, employee, or member of any Town board or commission who has a conflict or potential conflict of interest as defined herein, whether or not such conflict or potential conflict is material, shall disclose the interest causing such conflict or potential conflict in writing to the Board of Selectmen.

2. Any member of any Town board or commission who has a conflict of interest, whether or not such conflict is material, shall, in addition to the disclosure required by this Ordinance, disclose the interest causing such conflict to such board or commission, and such disclosure shall be recorded in the board's or commission's minutes.

### **D. Determination of Materiality.**

1. In the event that a disclosure or a claim of a conflict of interest with respect to any Town officer or employee has been made to the Board of Selectmen, and the officer or employee does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the Board of Selectmen promptly shall inquire into the facts of the matter and determine whether or not a conflict exists and if so, whether it is material.

2. In the event that a disclosure or a claim or a conflict of interest with respect to any member of a Town board or commission has been made to such board or commission, and the member does not disqualify himself from matters with respect to which the conflict of interest allegedly exists, the board or commission 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 Town officer, employee or member of any Town board or commission 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 Town officer, employee or member of any Town board or commission may disqualify himself 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 Town officer, employee, or member of any Town board or commission has an undisclosed conflict of interest, the Ethics Commission shall record the claim in its minutes.

#### **G. Gifts and Favors.**

No Town officer, employee, or member of any Town board or commission 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 \$10.00.

#### **H. Representation.**

1. Without the prior written consent of the Ethics Commission, no Town employee or public official shall appear for Compensation before any Town board or agency in which he/she was formerly employed or served as an official at any time within a period of one (1) year after termination of his/her service with the Town.

2. Without the prior written consent of the Ethics Commission, no present or former Town employee or public official shall represent anyone other than the Town concerning any particular matter in which he/she participated personally and substantially while in municipal service.

3. No Town employee or public official shall disclose or use confidential information acquired in the course of and by reason of his/her official duties, for personal and/or financial gain for himself/herself or others.

4. No former Town employee or public official 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 officer, employee, board or commission 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 or commission). Prior to hiring any independent contractor with a conflict, the officer, employee, board or commission 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 learned 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 formerly in office or formerly employed.

Any allegations and any information learned, supplied to or received from or by the Ethics Commission shall remain confidential until a finding of Probable Cause is determined by the Ethics Commission.

The Ethics Commission is authorized to issue advisory opinions at its discretion.

#### **K. Penalties.**

1. In addition to any penalty contained in any other provision of law, any person who violates any of the provisions of this Ordinance may be censured or reprimanded or may be suspended or removed from office or employment, as the case may be, in the manner provided by law.

2. Any violation of this Ordinance shall render any purchase, contract, or transaction or any part thereof affected thereby voidable by the Board or Selectmen.

3. Any violation of this Ordinance with respect to any decision of a board, commission or committee shall be subject to any remedies deemed proper by the Board of Selectmen and permitted by law.

4 The penalties provided above are in addition to any other penalties provided by law to address violations of the provisions of this Ordinance.

#### **L. Concurrent Offices.**

1. No official or employee of the Town, full or part-time, shall serve on any board or commission to which the official or employee reports or acts as staff, except as otherwise stated in the Town Charter or Ordinances. Notwithstanding the foregoing, an official or employee may serve on any board, commission or committee in an advisory capacity.

2. Except as otherwise provided in the Charter or by Ordinance, the First Selectman, the Selectmen, the Town Clerk, members of the Board of Finance and members of the Ethics Commission shall hold no other Town office, and the provisions of Section 9-210 of the General Statutes concerning incompatible Town offices shall apply to the officers described therein.

3. Subject to the restrictions set forth in applicable law and in Section L. 2 of this Ordinance, nothing in this Ordinance shall prevent the appointment of the same person to more than one office, provided the offices are not incompatible, provided the duties of the offices to which he is appointed may, in the opinion of the Board of Selectmen, be satisfactorily fulfilled by one person, and provided further that inability to fulfill satisfactorily the duties of all offices to which he is appointed shall be cause for removal from any one or more of said offices.

## **M. Meetings.**

1. **Members Attendance.** Members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.
2. **Alternates' Attendance.** Alternate members of all boards, commissions and committees are expected to attend all meetings of such boards, commissions and committees.
3. **Voting.** All members or seated alternates of all boards, commissions and committees who have not been disqualified shall vote on all matters upon which a vote is held by such board, commission and committee unless there shall be reasonable cause for abstention and said cause is stated and recorded in the minutes of the meeting.
4. **Statement of Reasons.** In every case where the action of any board, commission and committee 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.

## **N. Indemnification Certificate:**

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