

## Section 1: General Information

### 1.01 Purpose of RFP

To obtain bids for turf maintenance services for Town of Killingworth Parks and Recreation Commission at three sites:

- Irene Sheldon Memorial Park: 199 Deep River Rd #181, Killingworth, CT 06419
- Rocco Reale Memorial Field: 301 CT Route 81, Killingworth, CT 06419
- Bethke Field: 9 Bethke Rd, Killingworth, CT 06419

### 1.02 Definitions

*Contract* – The agreement to be entered into for services between the Town and the contractor who submits the proposal accepted by the Town.

*Contract Administrator* – The Town of Killingworth Parks and Recreation Commission duly authorized representative.

*Turf maintenance* – The work and provisions described by the Service Contract and all addenda thereto.

*Parks and Recreation Commission, Town, and Town of Killingworth* – Authorized representative shall be understood to mean one and the same.

*RFP* – Request for Proposals

*Contractor* – The person or firm submitting the proposal and/or the person or firm awarded the contract.

### 1.03 Contract Administrator

The contract awarded as a result of this Request for Proposals shall be under the control and supervision of the Town of Killingworth, Director of Parks and Recreation or his/her designee.

### 1.04 RFP Coordinator/Communications

Upon release of this RFP, all contractor communications concerning this information request should be directed in writing to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town. **Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

*Name:* Elizabeth Disbrow  
*Mailing Address:* 323 Route 81, Killingworth, CT 06419  
*Phone:* 860-663-1765 (x 201)  
*E-mail:* [edisbrow@townofkillingworth.com](mailto:edisbrow@townofkillingworth.com)

### 1.05 Field Site Tour

Contractors are strongly encouraged to visit the field site prior to submitting their bid. See map on town website.

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**1.06 Preliminary Schedule**

These dates are estimated and are subject to change by the Town.

EVENT	DATE
Release RFP to Contractors	April 25, 2022
Contractor Questions (if any) due	May 13, 2022
Proposal Responses Due	May 23, 2022
Notice of Award  Contract in Place	June 13, 2022

**1.07 Response Format**

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

**1.08 Completeness of Proposal**

The Contractor must attach the Proposal Form (Form 1) signed by a Contractor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Contractor takes to the Town’s RFP, or declare that there are no exceptions taken to the RFP. A total bid amount must be included in the designated area at the bottom of the form.

**1.09 Proposal Response Date and Location**

Proposals must be submitted to the Town of Killingworth, Town Hall no later than August 27, 2018 at **4:00 pm**. All proposals must be sealed and in an opaque envelope and clearly marked **“Proposal for Sports Turf Maintenance Services, Irene Sheldon Memorial Park, Rocco Reale Memorial Field and Bethke Field.”** The official clock for submissions is located at the Town Hall (address listed below). All proposals and accompanying documentation will become the property of the Town and will not be returned. Contractors accept all risks of late delivery of mailed proposal regardless of fault.

RFP Delivery Address:                   Town of Killingworth  
   323 Route 81  
   Killingworth, CT 06419  
 Phone:                                       860-663-1765 x 501

### **1.10 Required Number of Proposal**

One original copy must be received by the date and time listed in section 1.09.

### **1.11 Contractor's Cost to Develop Proposals**

Costs for developing the proposal in response to the RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Town.

## **Section 2: Terms and Conditions**

### **2.01 Questions Regarding the RFP**

Oral interpretations of the RFP specifications are not binding on the Town. Requests for interpretations/clarification of the RFP specification must be made in writing and submitted to the RFP Coordinator no later than May 13, 2022.

### **2.02 RFP Amendments**

The Town reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The Town reserves the right to change the RFP schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the RFP. **It is the Contractor's responsibility to check the Town's web site for the issuance of any amendments prior to submitting a bid.** If an amendment is issued, Contractors must indicate an Acknowledgement of Amendment, in their final proposal (Attachment "A").

### **2.03 Withdrawal of Proposal**

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **2.04 Rejection of Proposals**

The Town reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

### **2.05 Proposal Modification and Clarification**

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

### **2.06 Proposal Validity Period**

Submission of a proposal will signify the Contractor's agreement that its proposal and the contents thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by

both parties. The proposal will become part of the contract that is negotiated between the Town and the successful Contractor.

### **2.07 Proposal Signatures**

1. An authorized representative must sign the proposal, with the Contractor's address and telephone information provided. Unsigned proposals will not be considered.
2. If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
3. If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
4. If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
5. The Town reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

### **2.08 Equal Opportunity**

This Town is committed to ensuring that all firms have an equal opportunity to participate in Town Contracts.

### **2.09 Non-Discrimination**

During the performance of this contract, the Contractor shall not discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age or the presence of any sensory, mental or physical handicaps in employment or application for employment or in the administration or delivery of services or any other benefits under the contract except to the extent permitted by bona fide occupation qualifications.

### **2.10 Non-Collusion Affidavit**

The proposal submitted for the RFP shall include the Non-Collusion Affidavit (Attachment "B").

### **2.11 Insurance Requirements**

The Town will require the selected Contractor to comply with the insurance requirements as listed in Attachment "C". Questions regarding insurance requirements may be discussed with the RFP Coordinator.

### **2.12 Other Compliance Requirements**

In addition to the nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to

protection of public and employee safety and health: environmental protection by waste reduction and recycling; the protection of natural resources: permits; fees; license; taxes; and similar subjects.

### **2.13 Ownership of Documents**

Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the Town.

### **2.14 Confidentiality of Information**

All information and data furnished to the Contractor by the Town, and all other documents to which the Contractor's employees have access during the term of the contract, shall be treated as confidential to the Town. Any oral or written disclosure to unauthorized individuals is prohibited.

### **2.15 Hold Harmless**

The Contractor shall hold harmless, defend, and indemnify the Town and the Town's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's failure to provide worker's compensation coverage or liability coverage.

## **Section 3: Requested Services**

### **3.01 Duration of Contract**

The Town anticipates the service period to be from November 1, 2022 – July 1, 2024. The contract may be renewed for three (3) additional one-year terms if both parties agree in writing. If both parties cannot agree to any terms or conditions, the contract will be re-bid.

### **3.02 Contractor Information**

The forms referenced below must be submitted with the Contractor proposal. Please mark those areas that do not apply to your proposal with an N/A. Do not leave any space blank.

### **3.03 Change of Scope**

A Discretionary Work Request Form shall be executed and filed with the Town for all changes and/or additional work or materials in excess of the requirements covered in the contract. The Discretionary Work Request Form, when endorsed by the Contractor and the Town, shall become binding to both parties thereto.

### **3.05 Scope of Services**

#### **A. Responsibilities**

1. The Contractor shall furnish all labor, tools, specialized equipment, material, supplies, supervision and transportation to perform sports turf maintenance services as specifically outlined in this section.
2. The Contractor shall ensure that employees comply with all Town of Killingworth and State of Connecticut regulations and practices.
3. The Contractor's employees shall conduct themselves on site in a workmanlike manner at all times. Employees shall be courteous and neat in appearance.

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4. The Contract Administrator or appointed representative shall inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator shall notify the Contractor. Notification may be verbal or written. The Town will require the Contractor to rectify the deficiency within 48 hours.
  5. The Contractor shall be issued necessary gate and storage access key set(s). In no case shall the Contractor make duplicates of any Town keys.
  6. The Contractor and his/her employees shall ensure that all gates giving access to Town facilities are secured.
  7. The Contractor shall report any damage or potential hazard involving facility property immediately to the Contract Administrator during normal business hours, 8 am – 4 pm. An after hours Town contact list will be provided (upon award of contract). Emergencies that occur after office hours shall be reported to the Police/Fire Communications Center, (call 911).
  8. The Contractor shall replace and/or restore to the condition existing immediately prior to turf maintenance activities or better all fences, sprinkler heads, trees, walls, walks, batting cages, bases, pitchers mounds or any other property weather it be town owned or user group owned removed or harmed in any way by reason of work done under this Contract.
  9. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect park visitors from injury. It is the Contractor's responsibility to provide close supervision of landscape maintenance operations and management of the work site.
  10. Incidents, altercations or accidents involving facility visitors, Contractor's employees or Town employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his/her discretion, may require a written report from the Contractor describing the incident or accident.
- B. Equipment and Supplies
1. The Contractor shall furnish all tools, material, supplies and equipment to perform sports turf maintenance services as specifically outlined in this section.
  2. The Contractor shall notify the Contract Administrator, by the next working day, in the event of any equipment failure (Town owned equipment) or unsafe working condition.
- C. Waste/Materials Disposal
1. The Contractor shall select his/her own sites for disposal of trash, debris, and unsuitable materials collected under the conditions of the contract. In no case shall trash, debris, or unsuitable materials be disposed upon Town property or any property contiguous thereto.
  2. The Contractor is solely responsible for any and all damages, fines or penalties for improper disposal of waste material, and for any other actions which he/she performs. The Contractor

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holds the Town faultless and free from liability for any and all damages and costs incurred as a result of the Contractor's actions.

3. It shall be the responsibility of the Contractor to pay all fees and costs incurred in the disposal of waste material.

D. Park and Field Locations

Irene Sheldon Memorial Park (198 Route 80), Rocco M. Reale Memorial Field (Recycle Way Route 81) and Bethke Field (Bethke Road) all located in Killingworth.

E. Daily Sports Turf Maintenance Tasks

Maintain and observation of the irrigation system for Sheldon Park during times when in use (June thru October) Irrigation system management, maintain programming system and watering during the season.

F. Weekly Sports Turf Maintenance Tasks

Mowing of 5 baseball and softball fields

G. Bi-Monthly Turf Maintenance Tasks

Mowing of common areas

H. Yearly Sports Turf Maintenance Tasks

Perform soil tests spring and fall, report results and actions to KPC (Killingworth Park Commission)

I. On-Call Turf Maintenance Tasks

As required for special events or in case of emergencies.

J. Add on's to be quoted separately

- Fertilization of fields
- Lime fields
- Grub control
- Slice seed
- Aerate fields
- Turn over infields
- Sod infield
- Cutting of baselines
- Fall clean up
- Spread wood chips at playground
- Irrigation shutdown
- Irrigation start-up

## **Section 4: Proposal Evaluation**

### **4.01 Evaluation Procedures**

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Contractor's proposal and how well the proposal meets the needs of the Town. A contract will be awarded based upon the following criteria: price quote, equipment inventory, and the Contractors demonstrated ability to provide landscape services for large public parks.

### **4.02 Contractor Presentation, Committee Interview and Additional Information or Reviews**

After the proposals are evaluated, the Selection Committee will determine whether formal presentation and interviews are necessary, and if so, which Contractors may be invited to make formal presentation and/or site for a panel interview with the Selection Committee. The Town may choose not to require formal presentations or interviews. The Town may choose to contact officials from other jurisdictions regarding the Contractor, their prior work experience, and their ability to successfully complete the scope of services. The Town may request clarification or additional information from a specific Contractor in order to assist in the Town's evaluation of a proposal.

### **4.03 Final Selection**

The Selection Committee will formulate their recommendation for award of the Contract. The recommendation will be forwarded to the Town for formal acceptance.

### **4.04 Contract Award and Execution**

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Contractor can offer.

The Town shall not be bound or in any way obligated until both parties have executed a contract.

The general conditions and specification of the RFP and the successful Contractor's response, as amended by Contract between the Town and the successful Contractor, including e-mail or written correspondence relative to the RFP, will become part of the contract documents. Additionally, the Town will verify Contractor representations that appear in the proposal. Failure of a Contractor to perform services as represented may result in elimination of the Contractor from further competition or in contract cancellation or termination.

The Contractor selected as the apparently successful Contractor will be expected to enter into a contract with the Town. A sample Town contract is provided in Attachment "D". Please review the sample contract prior to submitting a proposal. These documents are for information purposes only and are not part of the submittal requirements. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final contract.

If the selected Contractor fails to sign the contract within five (5) business days of delivery of the final Contract, the Town may elect to cancel the award and award the Contract to the next-highest ranked Contractor.

All parties may incur no cost chargeable to the proposed contract before the date of execution of the Contract.



**Form #1  
PROPOSAL FORM**

To: Town of Killingworth Parks and Recreation Department

From: \_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contractor Address  
\_\_\_\_\_ Town, State, Zip Code  
\_\_\_\_\_ Telephone Number  
\_\_\_\_\_ E-mail address

**1. Response**

The undersigned hereby certifies that he/she has read the requirements and specifications for the providing landscape services in accordance with the Town of Killingworth Request for Proposal: thoroughly understands the same; and proposes to meet or exceed the specifications.

**2. Exceptions:**

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the Town’s Request for Proposal.

No Exceptions

**3. Bid Amount**

Please provide a breakdown for landscape services, providing a total at the bottom. Indicate total price here:

TOTAL PRICE November 2022 – June 30, 2023 \$ \_\_\_\_\_

TOTAL PRICE July 1, 2023 – June 30, 2024 \$ \_\_\_\_\_

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Please quote separately for the following services:

	November 2022 – June 30, 2023	July 1, 2023 – June 30, 2024
Fertilization of fields:	_____	_____
Lime fields:	_____	_____
Grub control:	_____	_____
Slice seed	_____	_____
Aerate fields:	_____	_____
Turn over infields	_____	_____
Sod infield	_____	_____
Cutting of baselines	_____	_____
Fall clean up	_____	_____
Spread wood chips at playground	_____	_____
Irrigation shutdown	_____	_____
Irrigation start-up	_____	_____

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

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

BID DUE DATE/TIME: Monday May 23, 2022 at 4:00 pm

**Form #2**  
**Contractor Information**

1. Contractor Information: \_\_\_\_\_

2. Home Office Address: \_\_\_\_\_

3. Killingworth Business Address: \_\_\_\_\_

4. Name, Title, Address, Telephone Number, FAX Number and E-mail Address of the person to be contacted concerning the proposal:

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5. Home Office Address, Telephone Number and Website Address.

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6. Name(s) of companies that will share significant and substantive responsibilities with the Contractor in performing the scope of services under the Contract.

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7. Attach to this form an inventory of equipment that you currently own, by make, size, year and condition.

8. Attach to this form a list of equipment by make and size that you plan to purchase within the next twelve months.

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9. Attach to this form a list of professional qualifications, licenses, certificates and years of experience for all on-site supervisors and/or lead workers.
10. A subcontractor is defined herein as one who contracts with the Contractor to furnish materials and labor for performance of the work at the site of the work. Attach to this form a list of those individuals/firms that would perform 5% or more of the total amount of the bid.
11. Specify the person to be the Contract Manager. List the Contract Manager's professional qualifications, licenses, certificates and years of applicable experience. The Contract Manager shall be the Town's direct contact for the provisions within any contract awarded from this RFP.

**Form #3**  
**Client Reference**

**Reference #1**

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

**Reference #2**

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

**Reference #3**

Reference Name	
Contract Name	
Title	
Phone Number	
Scope of Services Provided	

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**Attachment "A"**  
**ACKNOWLEDGEMENT OF AMENDMENTS**

The following form shall be completed and included in the bid submission.

Failure to acknowledge receipt of all amendments may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each amendment must be clearly established and included with the bid.

The undersigned acknowledges receipt of any and all amendments to the documents posted on the town's website [www.townofkillingworth.com](http://www.townofkillingworth.com) under "Town of Killingworth Public Notices" posted on or before May 20, 2022 at 4:00 p.m.

Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

Town, State, Zip: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

**Attachment "B"**  
**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

I, the undersigned, being of duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Town of Killingworth Parks and Recreation Commission for consideration in the award of a contract on the specifications contained in RFP 2018-02.

I further acknowledge that by signing my signature, I am to have signed and have agreed to the provisions of this affidavit.

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**Name of Project:** Turf Maintenance Services for Killingworth Recreational Park

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(Name of Firm)

**BY:** \_\_\_\_\_  
(Authorized Signature)

**Title:** \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

**Notary Public**

**CORPORATE SEAL:**

**Attachment "C"**  
**INSURANCE REQUIREMENTS**

The Contractor shall provide and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the Town. Questions regarding insurance requirements may be discussed with the Parks and Recreation Director.

A. Minimum Scope of Insurance

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) (Ed. 10/1/93), or, Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 (Ed. 1/81) covering Broad Form Comprehensive General Liability.
2. Insurance Services Office form number CA 0001 (Ed. 12/93), covering Automobile Liability code 1, and any auto, for activities involving other than incidental personal auto usage.
3. Worker's Compensation coverage as required by the Industrial Insurance Laws of the State of Connecticut.

B. Minimum Levels of Insurance

1. Comprehensive or Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate combined single limit for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Connecticut.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Town. In the event the deductibles or self-insured retentions are not acceptable to the Town, the Town reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Provisions



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Wherever possible, the policies are to contain, or be endorsed to contain, the following provisions:

1. General or Commercial Liability and Automobile Liability Coverage

- a. The Town, its officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers.
- b. The Contractor's insurance shall be primary insurance as respects the Town, its officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officials, employees, or volunteers.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this clause shall state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Town.

E. Verification of Coverage

Contractor shall furnish the Town with certificates of insurance affecting coverage required by this contract.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall require subcontractors to provide their own coverage. All coverage for subcontractors shall be subject to all of the requirements stated herein.

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**Attachment "D"**  
**SAMPLE CONTRACT**

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Town of Killingworth, Connecticut, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Town"), and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (the "Contracting Party").

RECITALS:

WHEREAS, the Town has issued a Request for Proposal for Sports Turf Maintenance Services: Irene Sheldon Memorial Park, Rocco Reale Memorial Park and Bethke Field (the "RFP"), a copy of which is attached.

WHEREAS, the Contracting Party submitted a proposal to the Town dated \_\_\_\_\_ (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contracting Party to perform the Work (as defined in Section 1 below); and

WHEREAS, the Town and the Contracting Party desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the parties' mutual promises and obligations contained below, the parties agree as follows:

1. Work: The Contracting Party agrees to perform the Work described more fully in the attached Exhibits A and B (collectively, the "Work").

2. The Contract includes the RFP and the Proposal, which are made a part hereof. In the event of a conflict or inconsistency between or among this document, the Proposal, and the Request for Proposal, this document shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Price and Payment: \$\_\_\_\_\_.

4. Right to Terminate: If the Contracting Party's fails to comply with any of the terms, provisions or conditions of the Contract, including the exhibits, the Town shall have the right, in addition to all other available remedies, to declare the Contract in default and, therefore, to terminate it and to resubmit the subject matter of the Contract to further public procurement. In that event, the Contracting Party shall pay the Town, as liquidated damages, the amount of any excess of the price of the new contract over the Contract price provided for herein, plus any legal or other costs or expenses incurred by the Town in terminating this Contract and securing a new contracting party.

5. No Waiver or Estoppel: Either party's failure to insist upon the strict performance by the other of any of the terms, provisions and conditions of the Contract shall not be a waiver or create an estoppel. Notwithstanding any such failure, each party shall have the right thereafter to insist upon the other party's strict performance, and neither party shall be relieved of such obligation because of the other party's failure to comply with or otherwise to enforce or to seek to enforce any of the terms, provisions and conditions hereof.

6. Notice: Any notices provided for hereunder shall be given to the parties in writing (which may be hardcopy, facsimile, or e-mail) and shall be effective upon receipt at their respective addresses set forth below:

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If to the Town:

Nancy Gorski, First Selectman  
Town of Killingworth  
323 Route 81  
Killingworth, CT 06419  
E-mail [firstselectman@townofkillingworth.com](mailto:firstselectman@townofkillingworth.com)  
Fax 860-663-3305

If to the Contracting Party:

E-Mail  
Phone

8. Execution: This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile) to each of the parties.

IN WITNESS THEREOF, the parties have executed this contract as of the last date signed below.

TOWN OF KILLINGWORTH

By \_\_\_\_\_ Name: NANCY GORSKI  
Its First Selectman, Duly Authorized

Date: \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_, Duly Authorized

Date: \_\_\_\_\_