

TOWN OF KILLINGWORTH Request for Proposals
REISSUE 2025-08PR-1 Turf Maintenance Services: Eric W. Auer Killingworth Recreational Park

LEGAL NOTICE

TOWN OF KILLINGWORTH

REQUEST FOR PROPOSALS
SPORTS TURF MAINTENANCE SERVICES
ERIC AUER PARK

8/26/2025

The Town of Killingworth will receive sealed proposals for **Sports Turf Maintenance Services** at ERIC W. AUER KILLINGWORTH RECREATIONAL PARK MULTI-PURPOSE ATHLETIC FIELDS, 13 Parker Hill Road Extension, Killingworth, CT until 4 PM on October 14, 2025. Proposals will be opened in public and read aloud at a Board of Selectmen’s meeting on at 7 PM that evening.

Request for Proposals documents will be available on August 29, 2025 and may be obtained on the Town’s website, www.townofkillingworth.com, under “Bids and RFPs” or from the Selectmen’s Office, Killingworth Town Hall, 323 Route 81, Killingworth CT 06419 for a non-refundable \$100 per bid package.

The Town of Killingworth reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the proposal to the proposer that, in the Town’s judgment, will be in the Town’s best interests.

Minority business enterprises will be afforded full opportunity to submit bids and are encouraged to do so. The Town of Killingworth is an Affirmative Action/Equal Opportunity Employer.

Dated at Killingworth, Connecticut this 26thth day of August, 2025.

Eric Couture
FOR THE KILLINGWORTH BOARD OF SELECTMEN

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Section 1: General Information

1.01 Purpose of RFP

To obtain Proposals for turf maintenance services for Town of Killingworth Parks and Recreation Commission at the site of the **Eric W. Auer Killingworth Recreational Park**, 13 Parker Hill Road Ext. Killingworth, CT.

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.

<i>Name:</i>	Elizabeth Disbrow
<i>Mailing Address:</i>	323 Route 81 Killingworth, CT 06419
<i>Phone:</i>	860-663-1765 (x 501)
<i>E-mail:</i>	edisbrow@townofkillingworth.com

1.05 Field Site Tour

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

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Preliminary Schedule

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

EVENT	DATE
Release RFP to Contractors	8/29/2025
Contractor Questions (if any) due	10/7/2025
Proposal Responses Due	10/14/2025
Notice of Award	TBD
Contract in Place	TBD

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 Proposal 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 **July 14, 2025 at 4 pm.** All Proposals must be sealed and in an opaque envelope and clearly marked **“Proposal for Turf Maintenance Services: Eric W. Auer Killingworth Recreational Park”**. 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.

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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 October 7, 2025.

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 Proposal.** 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

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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

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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 July 28, 2025 through June 30, 2027. 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.

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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.
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. 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. 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.
9. 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 whether it be town owned or user group owned removed or harmed in any way by reason of work done under this Contract.
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.

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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 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 Location

Eric W. Auer Killingworth Recreational Park, 13 Parker Hill Road Extension.

**YEARLY MAINTENANCE CONTRACT REQUIREMENTS
FOR EXISTING 4 ALL-PURPOSE FIELDS (NORTH) AND
DISC GOLF FAIRWAYS ONLY**

E. Daily Sports Turf Maintenance Tasks for 4 all purpose

Maintain and observation of the irrigation system for Eric Auer Park during times when in use (May thru October) Irrigation system management, maintain programming system and watering during the season. Include irrigation system start-up and winterizing in bid

F. Weekly Sports Turf Maintenance Tasks

Mowing of 4 athletic fields (changing direction), including the practice field, during sport seasons

G. Bi-Weekly (every other week) Turf Maintenance Tasks

Mowing of common areas. Also include fields for disc golf holes 3 and 4 (50' wide path from tee box to basket area, areas around fields and parking areas

H. Yearly Sports Turf Maintenance Tasks

Fertilize, re-seed as necessary and lime in accordance with soil tests, grub control,

Brush hog hay field area and swales twice a year

I. Bi-Monthly Turf Maintenance Tasks (every 2 months)

Perform soil tests spring and fall and report results to commission

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- J. On Call Turf Maintenance Tasks
As required for special events or in case of emergency

ADD-ONS to be quoted separately

- Fertilization of fields (additional)
- Lime fields
- Aerate fields
- Slice seed fields
- Grub control
- Fall clean up
- Irrigation shutdown
- Additional brush hogging
- Weeding the flower beds
- Spread wood chips at playground

YEARLY MAINTENANCE CONTRACT REQUIREMENTS
FOR NEW BASEBALL FIELD ONLY Include yearly maintenance cost and a
separate amount for first 6 months of 2026

E. **Daily Sports Turf Maintenance Tasks**

Maintain and observation of the irrigation system for Eric Auer Park during times when in use (May thru October) Irrigation system management, maintain programming system and watering during the season. Include irrigation system start-up and winterizing in bid

F. **Weekly Sports Maintenance Tasks**

Mowing of Baseball (changing direction)

G. **Bi-Weekly (every other week) Turf Maintenance Tasks**

Mowing of common areas. Also include area's around field and parking area's

H. **Yearly Sports Turf Maintenance Tasks**

Fertilize, re-seed as necessary and lime in accordance with soil tests, grub control, Brush hog hay field area and swales twice a year

I. **Bi-Monthly Turf Maintenance Tasks (every 2 months)**

Perform soil tests spring and fall and report results to commission

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- J. On Call Turf Maintenance Tasks
As required for special events or in case of emergency

ADD-ONS TO BE QUOTED SEPARATELY

- Fertilization of fields (additional)
- Lime fields
- Aerate fields
- Slice seed fields
- Grub control
- Fall clean up
- Irrigation shutdown (when available)
- Additional brush hogging

INVOICING: Successful bidder will consult with Town on a billing format that allows tracking of year-to-date expenditures.

Information to be on every invoice:

- *Invoice # of total number of invoices*
- *Invoice for month what*
- *Invoice amount, total paid FY to date of yearly total (i.e. \$2,000 paid of \$10,000)*

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

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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.

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**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. Proposal Amount

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

TOTAL PRICE

Jan 1, 2026- June 30, 2026 \$ _____

July 1, 2026 – June 30, 2027 \$ _____

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4. Please quote separately for the following services:

	Jan 1, 2026- June 30, 2026	July 1, 2026 – June 30, 2027
Brush hog hay field areas (2) and swales:	_____	_____
Fertilization of fields:	_____	_____
Lime fields:	_____	_____
Grub control:	_____	_____
Aerate fields:	_____	_____
Slice seed fields:	_____	_____
Fall clean up:	_____	_____
Irrigation shutdown:	_____	_____
Irrigation start-up:	_____	_____
Weeding the flower beds:	_____	_____
Spread wood chips at playground:	_____	_____

Signed: _____ Dated: _____

Title: _____

PROPOSAL DUE DATE/TIME: Monday, October 14, 2025

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**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:

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

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

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.

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.

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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 Proposal.

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.

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**Form #3
Client References**

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 Proposal submission.

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

The undersigned acknowledges receipt of any and all amendments to the documents posted on the town's website www.townofkillingworth.com under "Town of Killingworth Public Notices" posted on or before July 11, 2025 at 4:00 p.m.

Contractor Name: _____

Address: _____

Town, State, Zip: _____

Signature of Authorized Representative: _____

Title: _____

Phone Number: _____

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**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 Proposals 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 2025- 08PR.

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

Name of Project: Turf Maintenance Services for Eric W. Auer Killingworth Recreational Park

(Name of Firm)

BY: _____

(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____ 2025.

Notary Public

CORPORATE SEAL:

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**Attachment "C"
INSURANCE REQUIREMENTS**

The Proposer must provide a Certificate of Insurance upon execution of the contract with the Town of Killingworth with the following limits:

Commercial General Liability:	\$1,000,000
Auto Liability:	\$1,000,000
Excess/Umbrella:	\$5,000,000
Workers' Compensation:	statutory limits
Employers Liability:	\$1,000,000

Naming the Town of Killingworth as additional insured.

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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 for Eric W. Auer Killingworth Recreational Park (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:

If to the Town:

Eric Couture, First Selectman
Town of Killingworth
323 Route 81

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Killingworth, CT 06419
E-mail 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: ERIC COUTURE
Its First Selectman, Duly Authorized

Date: _____

By _____

Its _____, Duly Authorized

Date: _____