

Town of Durham

Selectman's Office
P. O. Box 428
Durham, CT 06422

Documents for Bid of

Reconstruction of Tennis Courts to Multi Court

Board of Selectman

Laura L. Francis - First Selectman

John T. Szewczyk - Selectman

Thomas A. Hennick - Selectman

Town of Durham
Legal Notice
Bid Notice

The Town of Durham requests that bids be submitted for the Reconstruction of Tennis Courts into Multi Court. Said bid must be in a sealed envelope clearly marked **Reconstruction of Tennis Courts into Multi Court**.

A mandatory pre-bid site inspection will be held at 10:00 A.M. on Monday, June 17, 2019, Allyn Brook Park, Pickett Lane, Durham, CT

All sealed bids will be accepted at the Selectman's Office, 30 Town House Road, Durham, CT 06422 until **2:00 p.m. on Monday, July 1, 2019** and will be opened at that time and date. No FAX bids will be accepted.

Specifications and bid documents may be obtained from the **address above**, at **www.townofdurhamct.org** or by calling **(860) 349-3625**.

Laura Francis, First Selectman
Dated: June 12, 2019

INFORMATION FOR BIDDERS

1. Proposals Received
 - a. Sealed bids for **Reconstruction of Tennis Courts into Multi Court** will be received at the Office of the First Selectman at the Durham Town Hall, 30 Townhouse Road, Durham, CT 06422, until 2:00 p.m. local time, on July 1, 2019. Bids will be opened at that time and date.
 - b. **A mandatory pre-bid site inspection will be held at 10:00 A.M. on Monday, June 17, 2019, Allyn Brook Park, Pickett Lane, Durham, CT**
2. Addenda and Interpretations
 - a. No interpretations of the meaning of the Plans or other pre-bid documents will be made to any Bidder orally.
 - b. Every request for such interpretation shall be in writing, either by email at shill@townofdurhamct.org or by mail addressed to the Recreation Director at the Durham Town Hall, P.O. Box 428, 30 Townhouse Road, Durham, CT 06422. To be given consideration, such requests must be received at least three (3) working days prior to the date fixed for the opening of bids.
3. Familiarity of the Work
 - a. Each Bidder shall fully inform himself prior to bidding as to existing conditions and limitations under which the work is to be performed and shall include in his bid a sum to cover the cost of items necessary to perform the work as set forth on the Bid Form. No allowance will be made to a Bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the Bidder has made such examination.
 - b. The Town assumes no responsibility whatsoever with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he shall make no claim for and has no right to additional payment or extension of time for completion of the work, or any other concessions, because of any interpretations or misunderstanding on his part of this Contract, or because of any failure on his part to fully acquaint himself with all conditions relating to the work.
4. Disqualification of Bidders
 - a. More than one proposal from an individual, firm, partnership, corporation, or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such Bidder is interested. Any or all proposals in which such Bidder is interested will be rejected if there is reason for believing that collusion exists among the Bidders; and all participants in such collusion will not be considered in future proposals for the same work. Proposals in which the prices are obviously unbalanced may be rejected. No Contract will be awarded except to a competent Bidder capable of performing the class of work contemplated.

5. Preparation of Proposals

- a. The Proposal must be made upon the form contained herein. The blank spaces in the Proposals must be filled in correctly where indicated. The Bidder must state, both in words and in numerals, written or printed in ink, the price for which he proposes to do the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The Bidder shall sign his Proposal correctly. If an individual makes the Proposal, his name and post office address must be shown. If made by a firm, partnership, or corporation, the Proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show the post office address of the firm, partnership, or corporation.
- b. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, the Bidder's address, and name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: First Selectman, Durham Town Hall, P.O. Box 428, Durham, CT 06422.

6. Irregular Proposals

- a. The Town reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

7. Withdrawal of Proposals

- a. If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the Durham First Selectman. Upon such notice, the Proposal will be made available unopened to the Bidder at the Durham First Selectman's Office. Proposals are considered valid, and may not be withdrawn, cancelled or modified for ninety (90) days after the opening date, to give the Town sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute a binding contract with the successful proposer.

8. Insurance

- a. Before execution of the Contract, the Proposer will be required to file with the Town a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town as an additional insured party on the form furnished with these specifications.
- b. Worker's Compensation Insurance: With respect to all operations the Proposer performs and all those performed for it by subcontractors, the Proposer shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State of Connecticut.
- c. Commercial General Insurance: With respect to the Project operations the Proposer performs and also those performed for it by subcontractors, the Proposer shall carry regular Commercial General Insurance. The insurance shall provide

coverage for each accident or occurrence in the amount of \$1,000,000, combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period.

- d. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$1,000,000 combined single limit, for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property.
- e. Excess Umbrella Liability Insurance: The Contractor shall maintain during the Term of the Agreement, Excess Umbrella Liability Insurance of not less than \$3,000,000. This coverage shall be primary and non-contributory.
- f. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the First Selectman.
- g. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town against all damages, even if groundless.
- h. Compensation: There shall be no direct compensation allowed the Proposer on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

9. Hold Harmless & Indemnification

- a. The Town does not waive their right to subrogation. The contractor, all subcontractors and suppliers shall at all times indemnify and hold harmless the Town, their officers, agents, and/or employees against any and all claims, demands, damages, losses, judgments, costs, workers' compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death), damage to the property, or any damages resulting from breach of contract that alleged to have been sustained.
- b. The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse the Town for damages to the property caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

10. Sales Tax

- a. Certain materials and supplies incorporated in the work of this project are exempt

from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. Upon request, the Owner will furnish the successful Bidder a sales tax exemption letter.

11. Collusion

- a. By offering a submission to this RFP the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to this proposal whatsoever. Complete Appendix A and submit with proposal.

12. Compliance with Federal and State Regulations

- a. The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency.

13. Permits

- a. All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor. Fees will be waived upon approval of the First Selectman.

14. Right to Correct and Reject

- a. The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.
- b. The Town reserves the right to reject any, or any part of, or all proposals; to waive informalities, irregularities, defects and/or technicalities, and, if it so chooses in its sole discretion, to accept the Proposal which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar amount.

15. Not a Contract Offer or a Contract

- a. This proposal is not a contract offer, and no contract shall exist unless and until a written contract is signed by the Town and the successful proposer.

General Conditions

1. The Town reserves the right to reject any or all proposals, if deemed not in the best interest of the Town.
2. Minor variations to the specifications not affecting the contractor's ability to perform properly will not disqualify a proposal from consideration.
3. All Federal, State and Local laws and regulations must be complied with.
4. Contractor will furnish all labor, equipment and tools to complete the work described herein.

Contractor Responsibilities

- A. Contractor shall be responsible for all damages caused by their work. Contractor must comply with all Federal, State and local laws and regulations. Equipment and operators must be equipped with work zone safety related equipment. (safety vests, lights, etc.)
- B. Proposal Acceptance and Effect

Acceptance of this proposal shall bind the successful party to execute the contract within the time and manner as set forth within this document, making them responsible and liable for the failure to execute as prescribed.

General Specifications

Reconstruction of two joined asphalt tennis courts 122'x122', into a multi-court 122'x122'.

- Pulverize and reclaim existing tennis courts and add processed aggregate stone base to make a solid foundation.
- The depth of the foundation layer, after it has been compacted in lifts as required, shall be 8".
- Paving
 - Install (2) two lifts of asphalt. Each layer 1.5" for a total compaction of 3".
 - 1% pitch shall be required for drainage.
 - Install minimum of (3) three coats acrylic color to coat entire surface of the courts.
- Fencing
 - Remove and Restore only necessary sections of fencing to access court area.
 - Fence and hardware shall be stored properly to prevent damage.
- Pickleball
 - Install (4) four permanent pickleball post and furnish with nets.
- Basketball
 - Install (2) two pro-dunk (or equivalent) adjustable basketball hoops.
 - These will be arranged as half-courts.
- Striping of courts (Layout to be determined)
 - Layout of (4) four pickleball courts per USA Pickleball Association specifications. <https://www.usapa.org/court-diagram/>
 - Layout of (2) two basketball half courts.
 - Layout of (2) two foursquare games.
 - Layout of (2) hopscotch.

Bid Form

Proposal of _____* (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____ to the Town of Durham (hereinafter called the "Town").

**Insert "a corporation," "a partnership," or "an individual" as applicable.*

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work for the Town of Durham in strict accordance with the Contract Documents and at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any competitor.

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Town, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Town, and in no case will any work or materials in excess of the amount shown in the Plans be paid for unless so ordered. Additionally, if the extra work requires additional cost, a change order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher claim or charge against the Town shall be paid, nor is the Town liable for any voucher claim or charge unless a change order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. An agreed-on lump sum price, or
2. The reasonable cost, as determined by the Town, of all necessary labor, including insurance and payroll, taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon-competent workers. The Contractor shall give the Town access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Town before the fifteenth (15th) day of the month following that during which each specific order was complied with.

The Town reserves the right to waive any informalities or defects in any bid. The Town also reserves the right to refuse any and all proposals and is under no obligation to accept the lowest bid if the Town's Board of Selectmen, in its sole discretion, deems it to be in the best interest of the Town.

I, the undersigned, have examined and carefully read all the attached or referenced documents

and hereby agree to furnish at the net price indicated all labor and equipment in accordance with the specifications and conditions contained in these documents.

Company Name

Mailing Address

Authorized Signature

Print Name and Title

Date

Telephone Number (_____) _____

Fax Number (_____) _____

APPENDIX A

Affidavit of Non-Collusive Bid

STATE OF CONNECTICUT)
) ss.:
COUNTY OF _____)

_____ being first duly sworn, deposes and says:
(Type or print name)

That he or she is the _____ of
(Type or print title)

_____, who submits
(Type or print name of company/firm)

herewith to the _____ the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not a sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award to contract, or of any other bidder/proposer, or of anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Name: _____

Title: _____

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 20____,
by _____, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Notary Public

(Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is fully executed including
the affidavit of the notary and the notarial seal.