



# CITY OF GROTON

295 Meridian Street  
Groton, Connecticut 06340-4040  
Purchasing Department

**CITY OF GROTON  
INVITATION TO BID 05-16  
WASHINTON PARK  
TENNIS COURT REPAIR AND RESURFACING  
CITY OF GROTON, CT**

The City of Groton will receive sealed bids at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 11:00 A.M. on June 9<sup>th</sup> 2016 at which time they will be publicly opened and read aloud.

The required Bid Form and Specifications may be obtained on the City of Groton website, [Cityofgroton.com](http://Cityofgroton.com), under the Government tab and Bid Packages tab.

Dated this the 23<sup>rd</sup> of May 2016

CITY OF GROTON

David McCord  
Purchasing Agent

**CITY OF GROTON  
INVITATION TO BID 05-16  
WASHINTON PARK  
TENNIS COURT REPAIR AND RESURFACING  
CITY OF GROTON, CT**

**TECHNICAL SPECIFICATIONS**

The City of Groton will receive proposals at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 11:00 A.M. on June 9<sup>th</sup> 2016 at which time they will be publicly opened and read aloud.

The project will involve the repair and resurfacing of the six tennis courts and all out of bounds areas of those courts. Repairs will be using the *RightWay* or *Armor* Crack Repair System or equivalent.

**Itemized Scope of Project**

The project will involve:

- The removal of debris from the entire surface.
- High pressure washing with detergent and water washing of entire surface.
- The repair of approximately 1550 LF of structural cracks using the *RiteWay* or *Armor* crack repair systems or equivalent.
- One full coat of acrylic resurface after the crack repair process.
- Two full coats of acrylic color coatings.
- Layout, masking and painting of all lines per USTA specifications.
- All material and labor must be warranted against re-cracking and coating deterioration for a period of at least 2 years.
- If available, but not required, provide separate cost for extended warrantee or service contract past the covered two year period.

**GENERAL BID REQUIREMENTS**

**1. Termination & Liquidated Damages:**

Following implementation, should the Director of Finance find that the firm has failed in any material respect to perform it's agreed upon obligation, the agreement shall be canceled by the City as being in the best interest of the City of Groton. In the

event of termination of this agreement as a result of breach by contractor hereunder, the City shall not be liable for any fees and may at its sole option, award an agreement for the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limit to, extra costs required under the new agreement of similar services.

**2. INDEMNIFICATION:**

To the fullest extent permitted by law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the City of Groton including but not limited to, their respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Provider's performance of the Agreement or any other agreements of the Provider entered into by reason thereof. The Provider shall indemnify and defend the City of Groton, including but not limited to their respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Provider, its subcontractor, agents, servants, officers or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall expressly apply to any failure to comply with state, federal and/or municipal laws, statutes, ordinances, rules and regulations. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Provider agrees that it will procure and keep in force at all time at its own expense insurance in accordance with these specifications.

**3. INSURANCE:**

The Provider shall provide a certificate of insurance in the minimum amounts as specified herein. City of Groton is to be listed as additional insured on Commercial General Liability and Excess/Umbrella Liability coverage. Insurance requirements are also included in the Specifications Package, General Conditions Section 1.21. In the case of conflicting coverage limits etc. the higher amount/coverage will be required.

- A. Workers Compensation - limits as required per State of Connecticut statute, with employer liability limits of \$500,000/500,000/500,000.
- B. Commercial General Liability
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 personal/advertising injury
  - \$2,000,000 products/completed operations aggregate

- C. Commercial Automobile  
\$1,000,000 combined single accident for owned, non-owned, and hired autos
- D. Excess/Umbrella Liability (over commercial general liability and automobile liability coverage)  
\$1,000,000 per occurrence  
\$2,000,000 general aggregate
- E. Professional Liability - \$10,000,000 per claim/annual aggregate. Coverage shall be maintained for the duration of the contract and for two (2) years following completion.

**4. OTHER INSURANCE PROVISION:**

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

- A. Workers' Compensation and Employers' Liability Coverage:
  - 1. The insurer shall agree to waive all rights of subrogation against the City of Groton for losses arising from the work performed by the contractor for the City.
  - 2. If State statute does not require the contractor to obtain Worker's Compensation insurance, than the contractor shall furnish the City with adequate proof of the self-employment status. The contractor shall agree to waive all rights of claims against the City for losses arising from the work performed by the contractor for the City. In the event that during the contract period this self-employment status should change, the contractor shall immediately furnish proper notice to the City and a certificate of insurance indicating That Worker's Compensation insurance and Employer's Liability coverage has been obtained by the contractor.

**5. ACCEPTABILITY OF INSURANCE:**

- 1. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-/VIII.
- 2. Insurance companies must be licensed to do business in the State of Connecticut.

## **6. VERIFICATION OF COVERAGE:**

The contractor shall furnish with its proposal the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Renewal of expiring certificates shall be filed thirty days (30) prior to expiration. The City of Groton reserves the right to require completion of all required policies, at any time.

The Certificates of Insurance must be received by the City of Groton prior to the signing of any Contract documents.

### **Drug and Alcohol Testing Program**

The City of Groton, is obligated by law/regulation to assure that all contractors providing services to the City of Groton involving driving commercial vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring “placarding” be in compliance with substance abuse testing requirements, and when applicable, alcohol testing requirements.

The contractor to whom the work is awarded and all contractors that provide driving services must be able to deliver evidence that they and there subcontractors are in compliance with this part of this contract/purchase order. For those Contractors/Subcontractors who do not have a Drug and Alcohol Testing Program in place, the City of Groton will make available to the Contractor/Subcontractor at an additional cost, it’s Program Administrator to put the Contractor/Subcontractor in compliance with the state and/or federal laws and regulations regarding drug and/or alcohol testing as determined by the City of Groton or it’s designee.

### **BONDING REQUIREMENTS**

A BID BOND is waived for this project. However, all other bonding requirements apply.

A PERFORMANCE BOND in an amount equal to one hundred percent (100%) of the CONTRACT price recorded in the proposal form of the CONTRACT as executed and a PAYMENT BOND in like amount, will be required from the successful BIDDER for the City of Groton and executed by a surety company authorized to transact business in the State of Connecticut, and accompanied by power of attorney for the type of bond submitted.

OR

In lieu of a PERFORMANCE BOND and PAYMENT BOND, a security in a form acceptable to the City (for example, a letter of credit or an assigned passbook) in the amount of one hundred percent (100%) of the CONTRACT may be substituted for each.

#### **Permitting**

The awarded contractor is responsible for obtaining required permits from the City building Official. The City however, will waive permit fees for this project. This does not include fees the City is required to collect for pass thru to the State of Connecticut, (education fee).

#### **Non-Collusion**

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein, agrees to abide by the conditions set forth in the attached bid document, and certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action designed to limit independent bidding or competition, with any other vendor of materials, supplies, equipment or services described in the invitation to bid.
- b. The bidder has submitted this bid without collusion with the City of Groton, any of its affiliated companies, or any employee thereof, and is unaware of any direct, personal pecuniary interest of any employee of the City of Groton or any of its affiliated companies in the outcome of this bid.
- c. The bidder has not communicated the contents of the bid to its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- d. The contractor has not been debarred, suspended or excluded from any publicly-funded projects or programs.

## **General**

Any variations from specifications and/or recommended options must be clearly indicated and/or explained and the final decision of acceptance or rejection is that of the City Purchasing Agent.

The City of Groton reserves the right to accept any quotation or to reject any bid or any part of any bid should it deem it to be in its own best interest to do so.

The City of Groton is an Equal Opportunity Employer; Minority/Woman's Business Enterprises are encouraged to bid.

It is the City's intent to award this Contract to the lowest responsible and qualified bidder, however the Purchasing Agent will determine which proposal in its entirety is most beneficial to the City. The City reserves the right, for any reason or for no reason, to reject any Bid or all Bids, to negotiate with any or all Bidders, to waive any informalities, irregularities or omissions in any bids received or to afford any Bidder an opportunity to remedy any informality or irregularity if in the opinion of the City it is in the best interest of the City to do so.

Note: The budget for this work may not exceed \$49,999.00  
Payment in full will be made at successful completion of the work.



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Purchasing Department

**CITY OF GROTON  
INVITATION TO BID 05-16  
WASHINTON PARK  
TENNIS COURT REPAIR AND RESURFACING  
CITY OF GROTON, CT  
June 9<sup>th</sup> 2016**

**REQUIRED BID FORM**

The City of Groton reserves the right to accept any quotation or to reject any quotation or any part of any quotation should it deem it to be in its own best interest to do so.

Repair and resurfacing as detailed \$ \_\_\_\_\_

Please provide details of the process and materials to be used on the project. A separate sheet may be attached.

Expected Completion Date \_\_\_\_\_

Extended warrantee or maintenance plan **not required** (Attach details if proposal made).

\$ \_\_\_\_\_ /Term \_\_\_\_\_

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print or Type Name

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

\_\_\_\_\_  
Telephone and Fax

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

City of Groton Acceptance of Proposal

\_\_\_\_\_  
PURCHASING AGENT  
David M. McCord

