

**RFP for Tennis Court Construction Project  
Columbia CT  
Project NO. 7-2022**



## **TOWN OF COLUMBIA**

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 Fax: (860) 228-1952

The Town of Columbia is accepting sealed bids for Tennis Court in Columbia, Connecticut - **Project NO 7-2022**. Bids will be received at the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut until **12:00 P.M. on October 25, 2022**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP's deadline time of 12:00 P.M.**

The RFP documents will be available from the Town Administration Office at Town Hall, 323 Route 87, Columbia, Connecticut, telephone number (860) 228-0110 or the Town's website, [www.columbiact.gov](http://www.columbiact.gov). After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

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**INTRODUCTION**

THE TOWN OF COLUMBIA will receive sealed Bid Proposals for the Tennis Court Construction, Project No. 7-2022 at 60 Hennequin Rd, Columbia, CT, 06237. Sealed bids will be received at the Adel Urban Town Administration Building, located at 323 Route 87, Columbia Connecticut until **12:00 P.M. on October 25, 2022**. Bids received will be publicly opened and read aloud at the same location **immediately following the RFP's deadline time of 12:00 P.M.** Bids received after the specified closing time will not be accepted and will be returned to the prospective bidder unopened.

No oral or facsimile bid proposals is permitted or shall be considered as valid for the purposes of the Tennis Court Construction **Project NO. 7-2022**.

After bids are received, the Town Administrator may analyze whether vendors have submitted comparable bids and meet the requirements called for. In reviewing the bids, the Town Administrator may consider the past performance, financial responsibility, and sales and service experience of the vendors. The Town Administrator reserves the right to reject any or all bids, to waive any defects in same, or to choose to make purchases other than strictly in accordance with price considerations, and/or to choose other than the lowest bidder, if it be deemed in the best interest of the Town of Columbia.

**KEY EVENT DATES**

Advertisement of RFP	<b>10/11/2022</b>
RFP Due Date	<b>12:00 P.M., Tuesday, 10/25/2022</b>
Public Opening of Responses	<b>Immediately following the RFP's</b>
Walkthroughs/Pre-bid Meetings by appt.	<b>10/12/22 – 10/20/22</b>

**OBTAINING RFP DOCUMENTS**

Specifications and RFP documents may be obtained from the Office of the Town Administrator, Mark Walter, 323 Route 87, Columbia, CT 06237, telephone number (860) 228-0110 or the Town's website, [www.columbiact.org](http://www.columbiact.org).

**RFP RESPONSE SUBMISSION INSTRUCTIONS**

- SUBMISSION OF BIDS:** If forwarded by mail or courier, the sealed envelope must be addressed to "Town Administrator Town of Columbia, 323 Route 87, Columbia, Connecticut 06237". Responses must be at the office of the Town Administrator by the time of the Public Opening of Responses date noticed in Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.

Responses are considered valid for ninety (90) days after response(s) are opened.

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Contractors submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.

Responses must be signed by an authorized person representing the legal entity of the firm submitting the response.

The inability to meet any specified requirements(s) must be stated in writing and attached to the response form or written on the response form.

Submission of a Bid signifies that the Bidder will sign the contract presented by the Town (if awarded) without alteration. Refusal to sign or exceptions taken to the contract will give the Town of Columbia the right to reject the bid.

The Bid Specifications must be followed and complied with in all respects.

The successful bidder shall comply with all applicable Federal, State, and local laws and regulations and all Town of Columbia requirements.

**2. QUESTIONS ABOUT PROPOSAL REQUIREMENTS**

Respondents with questions regarding the submission requirements may contact the following purchasing agent of the Town of Columbia by email: Jason Nowosad, Facilities Director at [jnowosad@columbiact.org](mailto:jnowosad@columbiact.org). All questions should be **submitted in writing at least three (3) days** before the bid opening.

**3. SPECIAL INSTRUCTIONS**

Walkthroughs/Pre-bid Meetings should be scheduled between 10/12/22 and 10/20/22 through the building office at 860.228.0440. Meetings will be conducted on site at Rec Park 60 Hennequin Rd, Columbia, CT, 06237.

- 4. AWARDING THE CONTRACT:** The TOWN of COLUMBIA reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town. It is the Town's policy to not award to those who owe TOWN of COLUMBIA prior year(s) property taxes. The contract will be awarded to "The Lowest Responsible and Qualified Bidder". The lowest responsible and qualified bidder is the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithfully perform the work.

- 5. PERMITS:** All Town of Columbia Permit Fees associated with the work under this contract are hereby waived by the Town of Columbia. The work to be conducted is at a Town owned and maintained facility. Contractor shall obtain any and all necessary State and/or local permits required pertaining to Lead Paint removal.

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6. **LICENSURE AND/OR CERTIFICATES:** If applicable, the successful Contractor awarded the bid shall provide to the Town his license and/or Certificates.
7. **PERFORMANCE BOND:** The Successful Bidder will be required to furnish a performance bond for the full amount of this Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond shall be solely for the protection of the Town.
8. **FAIR EMPLOYMENT PRACTICES:** The successful bidder shall participate and comply with all applicable affirmative action, equal opportunity employment, non-discrimination and local hiring preferences established by the Town of Columbia for Tennis Court Construction. The Town of Columbia is An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.
9. **INTERPRETATION OF ACCEPTABLE WORK:** The specifications, response and contract documents are to be interpreted as meaning those acceptable to the TOWN of COLUMBIA. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.
10. **TAX EXEMPTIONS:** The TOWN of COLUMBIA is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.
11. **RETAINAGE:** The Town of Columbia shall retain five percent (5%) of the total bid amount for up to a period of one year from date of completion.
12. **WARRANTY OF WORK:** The successful bidder shall provide a minimum of a one (1) year warranty for all work, material installations conducted under the Scope of Work and this contract.
13. **COMMENCEMENT OF WORK:** No work shall commence under the contract without the issuance of a Notice to Proceed or Award and a Purchase Order from the Town of Columbia Administration. The successful Contractor shall not exceed the total contract price without advance written approval from the Town of Columbia Administration.  
  
The successful Bidder shall execute the Contract provided by the Town without alteration, within fifteen (15) days of the Notice of Proceed or Award.
14. **TERM OF CONTRACT:** The contract shall be for a term of Ten (10) weeks from the start of work. This term may be modified by the Town of Columbia at any time or by the Contractor with written consent and approval by the Town of Columbia administration.

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15. **HOURS OF WORK:** Under this contract work may continue between the hours of 7 a.m. and dusk. daily. Exceptions to the aforementioned hours of work can only be made through a request and approval by the Town of Columbia.
16. **DISPOSAL OF EQUIPMENT AND MATERIALS:** All materials and equipment replaced under this contract shall be disposed of by the contractor at his/her sole expense unless otherwise specified or approved of by the Town of Columbia's Parks and Recreation Director. The Contractor shall submit any and all copies of any Hazardous Materials manifest for disposal indicating volume for disposal, date, location for disposal and signed off by the vendor used for disposal.
17. **INSURANCE:** The firm awarded this contract must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:

1) **General Conditions:**

Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor/insured will provide, pay for, and maintain in full force and effect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor/insured's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable.

A. **Certificates of insurance:** The contractor/insured will give the Town of Columbia a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ices) of insurance without sixty (60) days advance written notice to the Town of Columbia's, Town Administrator. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the town to identify a deficiency from evidence provided will not be construed as a waiver of the contractor/insured's obligation to maintain such insurance.

B. **Insurer Qualifications:** All Insurance will be provided through companies authorized to do business in the State of Connecticut and considered acceptable by the Town.

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- C. **Additional Insured:** The policy or policies providing insurance as required, with the exception of professional liability and worker's compensation, Contractor shall add the Town of Columbia on all insurance policies. Contractor shall provide the Town of Columbia with a certificate of insurance. Contractor insurance shall be primary and non-contributory.
- D. **Retroactive Date and Extended Reporting Period:** Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- E. **Subcontractors' Insurance:** The contractor will require and cause each subcontractor hired and/or employed by the contractor to purchase and maintain insurance of the types specified below. When requested by the town, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor. Any coverage written on a claims made basis requires an extended reporting period of at least 36 months upon final payment or date of project completion, whichever occurs later.
- F. **Waiver of Subrogation:** The contractor shall waive subrogation and all rights of recovery against the Town of Columbia. Contractor will require all insurance policies related to the work and secured and maintained by the contractor to include clauses waiving subrogation in the certificate of insurance. The contractor/insured will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. **Indemnification and Hold Harmless:** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Town of Columbia, and their boards, employees and agents from and against all claims, damages, losses, judgments and expenses, including but not limited to attorney fees of counsel selected by the Town, that arise from or may arise from the performance of the work, the supplying of materials and/or the breach of this Agreement provided that such claim, loss, damage, judgment and/or loss expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than the work itself) but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.



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**2) Insurance Limits and Coverage:**

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.
- C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
  - \$ 1,000,000 each occurrence if blasting is required.
  - \$ 2,000,000 general aggregate with dedicated limits per project site.
  - \$ 2,000,000 products and completed operations aggregate.
  - \$ 1,000,000 personal and advertising injury.
- D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.
  - E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:
    - Workers' Compensation: statutory limits.
    - Employer's Liability: \$1,000,000 bodily injury for each accident.
    - Employer's Liability: \$1,000,000 bodily injury by disease each employee.
    - Employer's Liability: \$1,000,000 bodily injury disease aggregate.
  - F. Professional Liability: \$1,000,000.
  - G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.
  - H. These are minimum insurance limit requirements only. Additional insurance coverages and amounts may be required by the Town of Columbia on a per project basis.

**END OF STANDARD INSTRUCTIONS TO PROPOSERS**

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***SCOPE OF SERVICES – bid should be broken out by price per item number***

1. Demolish and removal of existing tennis court. (120' x 60')
2. Removal and replacement of base material as needed, level and regrade base. Please price material amount per ft in depth.
3. Fine grade and compact court. Pave using 2.5" (IM-19.0) base layer and 1.5" (SM-9.5) top layer asphalt and compact. Apply 1 coat of re-surfacer. Apply two coats of color. Layout and paint 2 coats of tennis court lines Layout and paint 2 coats of pickleball court lines on each side of tennis net. Supply and install posts and netting for tennis court.

**Alternative:**

4. Quote using 5" reinforced post tension concrete instead of class II bituminous concrete.

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**GENERAL INSTRUCTIONS**

**INSTRUCTIONS FOR CONTRACTORS SUBMITTING RESPONSES**

The services to be performed under the Contract are more particularly described in Section 01. Requirements as to how the services are to be performed are set forth in the Sample Contract, **Exhibit A**, attached hereto.

**EVALUATION AND SELECTION CRITERIA**

THE TOWN OF COLUMBIA will base its evaluation of responses on the following criteria, which are not necessarily in order of importance:

- a) The Contractor's understanding of the work as evidenced by the quality of the response submitted.
- b) The background and experience of the Contractor in providing services requested and past successful history of assignments on an as-needed basis.
- c) The demonstrated effectiveness of the Contractor's proposed service delivery system to ensure quality service and timely completion of services in an efficient manner.
- d) The background, education, qualifications, and relevant experience of key personnel to be assigned to this contract that would work with the Town on a regular basis. Also, the qualifications of any subcontractors or subcontractors the Contractor intends to use in the performance of this contract.
- e) The appropriate licenses, if applicable held by Contractor's staff and subcontractors.
- f) References attesting to the quality of similar services performed.
- g) Competitiveness of proposed fees and costs, although the Town is not bound to select the Contractor(s) who proposes the lowest fees and costs.
- h) The Town reserves the right to negotiate fees with the selected Contractor(s).
- i) Any other factor or criterion that THE TOWN OF COLUMBIA, in its sole discretion, deems or may deem relevant or pertinent for such evaluation.
- j) Contractor's willingness to execute the contract as provided.

**SELECTION PROCEDURES**

- a) The Town of Columbia reserves the right to reject any and all bids, to waive technical defects and make such award including accepting a bid, although not the low bid, as it deems in its sole discretion to be in the best interest of the Town of Columbia, or as funding allows.
- b) Responses submitted in response to this RFQ&P will be reviewed against the Selection Criteria listed above.
- c) A Selection Committee may assist the Town in choosing a Contractor(s) to provide the requested services.
- d) Contractors submitting the most comprehensive and qualified responses may be invited to an interview with a Selection Committee.
- e) The Town intends to enter into contracts with the Contractor(s) whose responses are determined to best meet the needs of the Town.

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**TOWN OF COLUMBIA, CONNECTICUT  
RESPONSE FORM # 1 REQUIRED RESPONSE**

**TENNIS COURT CONSTRUCTION PROJECT** penalty of perjury and other remedies available to the TOWN of COLUMBIA, the undersigned certifies this response is submitted without collusion and all responses are true and accurate. If selected to perform services(s) hereunder, it is agreed this form's a contractual obligation to provide such services at fees specified in Response Form #2, subject to and in accordance with all instructions, responses and contract documents, including any addenda, which are all made part of this response.

Signature of Authorized Person	Date
Printed Name of Authorized Person	
Company Title of Authorized Person	
Name of Company	
Address of Company	
Address of Company	
City, State, and Zip Code	
Telephone Number	Facsimile Number
e-mail address	

**END OF RESPONSE FORM #1**

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**TOWN OF COLUMBIA, CONNECTICUT  
RESPONSE FORM #2 REQUIRED RESPONSE**

**TENNIS COURT CONSTRUCTION PROJECT**

I, WE, the undersigned, hereby agree to furnish and deliver at the net price named herein, the following items, subject to and in accordance with specifications and conditions contained herein, all of which are made a part of this proposal.

	<b>TOTALS</b>
1. Demolish and removal of existing tennis court.	_____
2. Removal and replacement of base material, level and regrade base: (Please price material amount per ft in depth.)	_____
3. Fine grade and compact court: Fine grade and compact court. Pave using 2.5" (IM-19.0) base layer and 1.5" (SM-9.5) top layer asphalt and compact. Apply 1 coat of re-surfacer. Apply two coats of color. Layout and paint 2 coats of tennis court lines Layout and paint 2 coats of pickleball court lines on each side of tennis net.	_____
4. Supply and install posts and netting for tennis court.	_____
5. <b><u>Total Lump Sum Price:</u></b>	<b>_____</b>

**Alternative:**

1. Quote using post tension concrete instead of class II bituminous concrete. \_\_\_\_\_

BIDDING COMPANY \_\_\_\_\_

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

COMPANY REP: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT PROPOSALS IN WHOLE OR IN PART DUE TO TECHNICAL DEFECTS, BUDGET LIMITATIONS OR ANY LEGAL REASON DEEMED TO BE IN THE IN THE TOWN'S BEST INTEREST.

**END OF RESPONSE FORM #2**

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**TOWN OF COLUMBIA, CONNECTICUT  
FOR TENNIS COURT CONSTRUCTION PROJECT  
SAMPLE CONTRACT**

**RESPONSE FORM #3 REQUIRED RESPONSE**

Under penalty of perjury and other remedies available to THE TOWN of COLUMBIA, the undersigned certifies:

- Contractor agrees to execute the Sample Contract (Exhibit A), or
- Contractor takes the following exceptions to the Sample Contract (Exhibit A):

<b>Paragraph</b>	<b>Exception</b>

**END OF RESPONSE FORM #3**

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**EXHIBIT A**

**SAMPLE**

**EXHIBIT A – SAMPLE CONTRACT FOR TENNIS COURT CONSTRUCTION PROJECT**

Contract for  
TENNIS COURT CONSTRUCTION PROJECT  
by and between  
THE TOWN OF COLUMBIA  
and

---

This Contract is by and between THE TOWN OF COLUMBIA, a municipal corporation having its territorial limits within the County of Tolland, and State of Connecticut, hereinafter referred to as the **Town**, and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the **Contractor**.

WHEREAS, the Town is seeking qualified firms (including individuals) interested in providing TENNIS COURT CONSTRUCTION PROJECT.

WHEREAS, the Contractor is qualified, ready, willing, and able to perform such services for an agreed upon compensation,

NOW, THEREFORE,

The Town and Contractor do mutually covenant and agree as follows:

**1. Scope of Services**

1.1 General

The Contractor agrees to provide, THE TOWN OF COLUMBIA labor and material for the Tennis Court Construction Project requirements as stated below.

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**SAMPLE**

**PART 4-SCOPE OF WORK**

**4.1 Project Details:**

The Town of Columbia is soliciting bids for the labor and material for the Tennis Court Construction project at Rec Park located at 60 Hennequin Rd., Columbia, CT. 06237.

1. Demolish and removal of existing tennis court.
2. Removal and replacement of base material, level and regrade base. Please price material amount per a ft in depth.
3. Fine grade and compact court. Fine grade and compact court. Pave using 2.5" (IM-19.0) base layer and 1.5" (SM-9.5) top layer asphalt and compact. Apply 1 coat of re-surfacer. Apply two coats of color. Layout and paint 2 coats of tennis court lines Layout and paint 2 coats of pickleball court lines on each side of tennis net. Supply and install posts and netting for tennis court.

**Alternative:**

1. Quote using post tension concrete instead of class II bituminous concrete.

***Bid should be broken out by price per item number***

**PART 5 - CONTRACT TERMS, STANDARDS AND COMPENSATION**

**5.1 Technical Standards**

The Contractor shall perform all work in accordance with all applicable local, state and federal industry standards.

**5.2 Term of Contract**

The term of this Contract shall be determined by the annual contract service, inclusive.

**5.3 Compensation**

**1.3.1 Negotiated Fee**

The fee proposal shall include the lump sum cost to the Town of providing the proposed services, unless another cost basis is approved by the Town (e.g., unit cost). If applicable, the costs shall be listed for each task or phase. If requested by the Town, additional information such as the estimated number of man-hours of each position classification per task or phase shall be submitted. The fee proposal shall include an allowance for estimated reimbursable expenses for normal reimbursable out-of-pocket costs such as outside printing costs and approved subcontractor and subcontractor fees. All anticipated reimbursable expenses for each specific project shall be itemized in the fee proposal, with unit and estimated total costs listed for each expense.



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**SAMPLE**

Reimbursement shall be for actual out-of-pocket costs including the services of subcontractors and shall not include a mark-up and shall not be made for normal overhead expenses such as office supplies, telephone charges, mileage, and inside copying and printing.

Once the scope of services, schedule, proposed staffing plan, and the proposed compensation have been accepted by the Town, the Town will authorize the Contractor to proceed with the work, which shall be performed in accordance with the accepted proposal and the terms and conditions of this Contract.

The Contractor shall prepare and submit invoices accompanied by such documentation as may be required by the Town. Payments will be made to the Contractor within 30 days of Town approval of each invoice. Payments are conditioned upon the satisfactory performance of all work. In the event that the Town determines the Contractor to be in nonconformance with the terms of this Contract or if in the Town's judgment the Contractor's work is not satisfactory, the Town may take corrective action, including, but not limited to, the following:

- 1) Delay of payment
- 2) Adjustment of payment
- 3) Suspension or termination of this Contract

The Contractor agrees to meet with representatives of the Town, at no cost to the Town, to discuss billing issues as the Town deems necessary. Payments to the Contractor will be made on a periodic basis in accordance with the percentage of work actually completed. Payments for each phase of the work within the project will be prorated based upon the amount of work actually completed within that phase. Except in the case of work, which is performed on an hourly rate basis, the amount of the payment for a fixed fee task will not be based simply on the amount of hours expended by the Contractor on the task.

**5.4 Management and Administration of the Contract**

The Town's designated Managing Authority for this Contract will be the Town Administrator, or his authorized designee, who will have complete authority to act for and on behalf of the Town and control, supervise, and direct the Contractor's activities hereunder. The Managing Authority will make all arrangements for services by the Contractor. All proposals for work to be done under this Contract and any resulting expenditures must be approved by said Managing Authority before any work is initiated or

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**SAMPLE**

any expenditure made. Services are to be provided by the Contractor, except where the use of specific subcontractors or subcontractors has been approved in writing by the Town for a particular project.

The Contractor's primary contact person will be \_\_\_\_\_, who will communicate and report directly to the Town's Managing Authority, be responsible for directing and coordinating the activities of the firm's personnel and approved subcontractors and subcontractors, provide information for projects assigned under this Contract as may be required from time to time by the Town and shall be authorized to prepare and execute proposals, including scopes of services, fee proposals, proposed staffing plans, and schedules as requested by the Town under this Contract.

The Contractor and the Town shall work closely together in all aspects of this program, and each shall follow the reasonable suggestions of the other to improve the operation of the program.

**5.5 Relationship Between the Parties**

It is mutually agreed that the Contractor, including its employees, is an independent contractor and not an officer, employee, or agent of the Town, and that this Contract is a contract for services and not a contract of employment, and that, as such, the Contractor and its employees shall not be entitled to any employment benefits from the Town such as, but not limited to: vacation, sick leave, insurance, workers' compensation, pension and retirement benefits. All personnel matters affecting Contractor's staff will be the responsibility of the Contractor.

In no event shall anything in this Contract be deemed to confer upon any person or entity agency status or third-party beneficiary rights against the Town.

**5.6 Indemnification and Hold Harmless Contract**

To the fullest extent permitted by law the Contractor shall at all times indemnify and save harmless the Town and its officers, agents, and employees on account of and from any and all claims, damages, losses, workers' compensation payments, judgments, litigation expenses, and legal counsel fees arising out of injuries to persons (including death) or damage to property alleged to have been caused in whole or in part by the willful, wanton, or negligent acts or omissions of the Contractor, his employees, subcontractors, subcontractors, or materialmen. The existence of insurance shall in no way limit the scope of this indemnification. The Contractor shall reimburse the Town for damage to property of the Town caused by the Contractor, or his employees, subcontractors, subcontractors, or materialmen.

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**5.7 Insurance**

The selected Contractor shall furnish a Certificate of Insurance evidencing the following insurance coverage in effect on or before the date of execution of this Contract. Insurance coverage shall remain in full force for the duration of the Contract term, including any extensions. Renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Failure to maintain insurance coverage as required and to name the Town as an Additional Insured will be grounds for termination of the Contract. The interest of the Town shall be included in all insurance policies required herein, except Workers' Compensation and Professional Liability, as Additional Insured as its interest may appear, which shall be noted on the Certificate of Insurance, and shall include, but not be limited to, investigation, defense, and payment of settlement or judgment. Such insurance must be written by companies of recognized standing, qualified and licensed to engage in the insurance business in the State of Connecticut. All deductibles are the sole responsibility of the Contractor to pay and/or indemnify.

The Contractor awarded this proposal must provide a current Certificate of Insurance to the Town Administrator PRIOR to commencement of work, with the following requirements:

**Insured Limits and Coverage:**

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms and conditions and coverages of the national Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor/insured has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor/insured must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor/insured's sole responsibility.
- C. Commercial General Liability: The contractor/insured will maintain commercial general liability insurance covering all operations by or on behalf of the contractor/insured on an occurrence basis against all claims for personal injury (including bodily injury or death) and property damage (including loss of use).

Such insurance will have these minimum limits:

- \$ 1,000,000 each occurrence.
- \$ 1,000,000 each occurrence if blasting is required.
- \$ 2,000,000 general aggregate with dedicated limits per project site.
- \$ 2,000,000 products and completed operations aggregate.
- \$ 1,000,000 personal and advertising injury.

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- D. Automobile Liability: The contractor/insured will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.
- E. Workers' Compensation: The contractor/insured will maintain workers' compensation and employer's liability insurance in the following minimum limits:
- Workers' Compensation: statutory limits.
  - Employer's Liability: \$1,000,000 bodily injury for each accident.
  - Employer's Liability: \$1,000,000 bodily injury by disease each employee.
  - Employer's Liability: \$1,000,000 bodily injury disease aggregate.
- F. Professional Liability: \$1,000,000
- G. Governing Law: This agreement shall be governed by the laws of the State of Connecticut.
- H. These are minimum insurance limit requirements only. Additional insurance coverages and amounts may be required by the Town of Columbia on a per project basis.

**5.8 Ethics and Conflict of Interest**

In order to avoid perceived or actual conflicts of interest, the Contractor shall disclose to the Town any known special personal or financial interests, beyond those applicable to the general public, of the Contractor, its employees, subcontractors, or subcontractors, regarding any matter that they are working on under this Contract. The Town will determine if a significant conflict of interest exists, and if necessary, will assign the work to others to avoid the conflict of interest.

**5.9 Events of Default and Remedies**

5.9.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Contract:

- 5.9.1.1 If in the opinion of the Town, default shall have been made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or Contracts on the part of the Contractor set forth in this Contract; or

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- 5.9.1.2 If in the opinion of the Town, the Contractor fails to deliver services by the dates agreed upon for any specific project and the Contractor has not received written approval from the Town for an extension to the agreed upon schedule; or
- 5.9.1.3 If any determination shall have been made by a competent authority such as, but not limited to, any authorized federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this Contract; or
- 5.9.1.4 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor as bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law.

**5.10 Election of Remedies**

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 5.10.1 Take such action as it deems necessary, including, without limitation, reduction of payment or temporary withholding of payment;
- 5.10.2 Require the Contractor to pay Liquidated Damages in the amount of five hundred dollars (\$500), or one percent of the total compensation for the project on which it has contracted to work, whichever is less, per calendar day to the Town until the work is complete;
- 5.10.3 Suspend work under the Contract; Require the Contractor to correct or cure such default to the satisfaction of the Town; and Board of Education.
- 5.10.4 Terminate this Contract for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

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**5.11 Termination of Contract**

5.11.1 Termination

“Termination”, for purposes of this Contract, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Contractor’s obligation to perform the services described in Section 1, Scope of Services, of this Contract, and the Town’s obligation, as described in Section 4, Compensation, of this Contract, to pay for such services.

5.11.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 10.1 hereof, the Town may terminate this Contract by giving five (5) days’ written notice thereof to the Contractor.

5.11.3 Termination for Program Change

In the event the on-call engineering program shall be terminated or significantly changed, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Contractor.

5.11.4 Termination for Non-availability of Funds

In the event the Town shall not have funds available for this program, the Town may terminate this Contract by giving ten (10) days’ written notice thereof to the Contractor.

5.11.5 Termination for Convenience

The Town may terminate this Contract for convenience at any time, and for any reason, or for no reason, by giving ten (10) days’ prior written notice thereof to the Contractor.

5.11.6 Payment upon Termination

In the event this Contract is terminated as herein provided, the Town shall make full payment to the Contractor for all authorized services performed up to and including the date of termination.

**5.12 Amendments**

This Contract may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Contractor’s duly authorized representative shall be \_\_\_\_\_, and the Town’s duly authorize representative shall be the Managing Authority.

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**5.13 Establishment and Maintenance of Records**

The Contractor agrees to establish and maintain fiscal control and accounting procedures that assure proper accounting for all funds paid by the Town to the Contractor under this Contract. The Contractor agrees that all records with respect to all matters covered by this Contract shall be maintained during the term of this Contract, including any renewal or extension, and for one full year following termination or expiration.

**5.14 Audits**

At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to the Town, for examination, all records with respect to all matters covered by this Contract.

**5.15 Reports and Information**

The Contractor shall furnish the Town with such information and reports concerning the progress and management of this project as may be required from time to time. The form of said reports shall be determined by the Town.

**5.16 Non-Assignability**

The Contractor shall not assign or transfer any interest in this Contract without prior written consent of the Town.

**5.17 Severability**

If any provision of this Contract is held invalid, the remainder of this Contract shall continue in full force and effect.

**5.18 Cumulative Remedies**

All rights and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.

**5.19 Governing Law**

This Contract shall be governed by, and construed in accordance with, the laws of the State of Connecticut.

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**5.20 Subcontractors and Subcontractors**

Portions of this work may be subcontracted, provided that:

- 5.20.1 The Town shall give prior approval to such subcontract in writing.
- 5.20.2 All of the terms, covenants, conditions and provisions of this Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) and subcontractor(s) shall have agreed in writing to assume, perform and be bound by this Contract and all the terms, covenants, conditions and provisions hereof.
- 5.20.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

**5.21 Gender/Number/Title**

Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Contract requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Contract, the title shall prevail.

**5.22 Notices**

All notices, approvals, demands, requests, or other documents required or permitted under this Contract, other than routine communications necessary for the day-to-day operation of this contract, shall be deemed properly given if hand delivered or sent by United States mail, first class postage, to the following addresses:

As to the Town:

(The Managing Authority designated  
in Section 5 of this Contract)  
323 Route 87  
Columbia, CT 06237

As to the Contractor:

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

**5.23 Non-Waiver**

Any failure by the Town or the Contractor to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Contract.



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**5.24 Delinquency in Obligations**

The Contractor hereby agrees that throughout the period of the Contract, all taxes, debts, contractual obligations, and audit responsibilities owed to the Town shall be and shall remain current.

**5.25 Ownership of Work Product**

All work produced under this Contract shall be the property of the Town. The Contractor shall turn over to the Town all original documents and other work products upon completion or demand.

**5.26 Entire Contract**

This Contract, and its exhibits attached hereto and referenced herein, contain the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and Contracts, whether written or oral, between them respecting the written subject matter.

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IN WITNESS THEREOF, the TOWN OF COLUMBIA and the CONTRACTOR have executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**TOWN OF COLUMBIA**

Reviewed:

\_\_\_\_\_  
By: Jason Nowosad  
Title: Facilities Director

Approved:

\_\_\_\_\_  
By: Mark B. Walter  
Title: Town Administrator

Witness:

\_\_\_\_\_

**CONTRACTOR**

Approved:

\_\_\_\_\_  
Signature

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

Witness:

\_\_\_\_\_  
Signature

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