

**Legal Notice**

**Town of Branford**

**INVITATION TO BID**

**Foote Memorial Park Eight (8) Clay Tennis Courts Annual Spring Recondition**

The Town of Branford is requesting bid proposals for the spring recondition to Foote Memorial Park Eight (8) Clay Tennis Courts. Specifications may be obtained from the Finance Department, Branford Town Hall, 1019 Main Street, Branford, CT or on the Town's website at [www.branford-ct.gov](http://www.branford-ct.gov).

Bids are to be submitted in a sealed envelope marked **“Foote Memorial Park Eight (8) Clay Tennis Courts Annual Spring Recondition”** to the Finance Department, Attention Purchasing Clerk, 1019 Main Street, Branford, CT 06405 by **11:00 a.m., Friday, March 24, 2023**. Bids will be publicly opened at **11:30 a.m.** in the basement conference room located on the ground level of Town Hall.

The Board of Selectman or the majority reserve the right to select or reject any and/or all bids containing alternate proposals, to waive any informality in proposals and to reject any and/or all bids or accept such bid as shall, in their judgment, be in the best interest of the Town of Branford.

**TOWN OF BRANFORD**  
**OFFICE OF THE TREASURER**



1019 Main Street  
Post Office Box 150  
Branford, CT 06405

(203) 488-8394  
FAX: 315-3736

**General Requirements for Bidding  
and  
Instructions to Bidders**

**NOTICE**

Information provided in these specifications is ***CONFIDENTIAL*** and is to be used only for the purpose of preparing a proposal. It is further expected that each bidder will read these specifications with care, for failure to meet every one or a combination of specified conditions may invalidate the proposal.

The Town reserves the right to reject any or all bids or any portion thereof and to accept the bid deemed to be in the best interest of the Town of Branford.

Bidders are requested to submit quotations on the basis of these specifications. Alternate quotations will receive consideration providing such alternatives are clearly explained.

The information contained herein is believed to be accurate and is based upon the latest available information but is not to be considered in any way as a warranty.

Revised 5/2012  
Standard Form

**SECTION I - General Terms and Conditions**

**A. Compliance with Laws**

The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state and local governments, which may in any way affect the preparation or the performance of the contract.

**B. Timetable**

Price quoted must be valid for **90** days. Delivery and installation completion dates must be included in the bid proposal.

**C. Consideration of Proposals**

The Board of Selectmen, or a majority of them, reserve the right to select or reject alternate proposals; to waive informality in proposals; and to reject any and all bids, or accept such bid as shall in its judgement be to the best interest of the Town of Branford.

**D. Bid Bond *\*\*NOT REQUIRED\*\****

1. A certified check or bank draft made payable to the “Treasurer, Town of Branford”, or a satisfactory bid executed by the bidder and a surety company in an amount no less than five percent (5%) of the base bid, may be required with each proposal.
2. Checks or drafts will be returned to unsuccessful bidders within ten (10) business days of the bid award.

**E. Performance Bond *\*\*NOT REQUIRED\*\****

Successful bidders may be required to furnish a Performance and Payment Bond in the amount of 100% of the contract sum.

**F. Protection of Work and Property**

Successful bidders shall be responsible for protection of their equipment and materials against theft, damage or deterioration on the site.

**G. Competency of Bidders**

1. Bidders shall have had proven experience in the field of work.
2. Bidders shall submit with their bid a listing of recent work performed within the State of Connecticut of the size equal to or greater than the work being bid. **\*\*A minimum of three (3) references are required of tennis court clay installation.\*\***

**H. Alternates**

1. Any alternates to specified materials or workmanship must be separately listed and described in detail.
2. Alternates will be considered in awarding the contract only if they provide, as a minimum requirement, all features contained in the specifications.
3. The Town of Branford reserves the sole right to determine through its agents the equality of alternate products and/or installation procedures.

**I. Bid Requirements**

1. Each bidder shall return two (2) copies of the proposal sheet entitled “Bid Proposal”. Each bid proposal must be signed by an authorized agent of the bidder.
2. Each bidder must complete and have notarized the “Non-Collusion Affidavit of Bidder” form. This form must accompany all bids being submitted.
3. Each bidder must be in good standing with the Town of Branford.
4. Successful bidders must obtain any required governmental approvals.

**J. Specifications – General**

The contract shall include all labor and materials, tools and equipment and services required for proper performance of the work as specified hereinafter and as may be required for proper completion of the work in accordance with the highest standards of the trades involved.

**K. Examination of Site**

Prior to submission of the bid, contractor shall visit the site, consult with the supervisor, and become thoroughly familiar with all conditions under which the work will be installed. The contractor will be responsible for any assumptions made regarding the site for the work to be performed.

**SECTION II - Insurance Requirements**

Bidder shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name the Town of Branford as an Additional Insured on a primary and non-contributory basis to the Bidder’s Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best’s Rating of “A”VIII-. In addition, all Carriers are subject to approval by the Town of Branford.

		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Excess/Umbrella Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Cyber Liability <sup>(1)</sup>	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Workers’ Compensation and Employers’ Liability <sup>(2)</sup>	WC Statutory Limits	
	EL Each Accident	\$500,000
	EL Disease Each Employee	\$500,000
	EL Disease Policy Limit	\$500,000

If any policy is written on a “Claims Made” basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting periods for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to the Town of Branford prior to purchase order/contract issuance. Bidder/Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any policy be cancelled for nonpayment of premium, 10 days written notice must be provided to the Town. Should any of the policies be cancelled for other reasons, limits reduced or, coverage altered, 30 days written notice must be given to the Town.

**Notes**

- (1) Cyber Liability is required if Contractor is on Town’s network or houses Town information on their network.
- (2) Workers Compensation is required if employees come onto Town property.

### **Hold Harmless Requirements**

The contractor shall, at all times, indemnify and save harmless the Town of Branford, its officers, agents, and servants on account of any and all claims, damages, losses, litigation expense, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons affected by the contractor's work, or by the contractor, any subcontractor, material, men or anyone directly or indirectly employed by them or any one of them while engaged in the performance of this contract. The Town of Branford shall be named as an additional insured on said policy of public liability insurance to cover all claims against the Town arising out of said contract.

## SPECIFICATIONS

### EIGHT (8) HAR-TRU CLAY TENNIS COURTS

#### Foote Memorial Park

19 Melrose Avenue, Branford, CT 06405

#### **\*\* ANNUAL FULL TURN KEY SPRING RECONDITION INSTALLATION\*\***

- Courts will be rolled to compaction prior to cleaning.
- Excess surface materials will be removed, scraped with the use of lutes, and disposed of off-site. Remove all vegetation, dead materials and leaves.
- Courts will be scarified as required and leveled with a 12' straightedge. Baselines will be patched to improve heavy wear zone, including build-up at tennis nets. Also to include laser grade to fill in all ruts, holes, and depressions cause by fall, winter and spring runoff.
- A minimum of **one (1) ton of HAR-TRU or equal** clay product will be applied per court and spread evenly throughout the court using a mechanical spreader to allow even distribution.
- Courts will be hydrated, brushed and rolled to proper compaction.
- Courts will be surveyed, and **new top grade** lines will be laid out and installed.
- Each court will require **one-hundred (100)** pounds of Calcium Chloride.
- Courts will be groomed and nets will be installed to the proper height.
- **A minimum of three (3) references required of tennis court installation.**

**For any further information:**

**\*Please contact Alex Palluzzi, Jr. Director of Parks & Recreation at 203-641-9413\***

**Foote Memorial Park  
19 Melrose Avenue  
Branford, CT 06405**



**TOWN OF BRANFORD  
Bid Proposal Sheet**

**Foote Memorial Park**

**Bid Proposal for: EIGHT (8) HAR-TRU CLAY TENNIS COURTS  
ANNUAL SPRING RECONDITION**

We have visited the site and examined all conditions affecting the work.

We hereby propose to furnish all labor and materials required by the contract documents as follows:

Total Proposed Price: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Bid Bond Required NO

Bid Bond Enclosed (if required) NO

Performance Bond Required NO

NON-COLLUSION AFFIDAVIT OF BIDDER

State of: \_\_\_\_\_

County of: \_\_\_\_\_, SS)

\_\_\_\_\_ ; being first duly sworn, deposes and says that:

- 1) S/he is (owner, partner, officer, representative or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:
- 2) S/he is fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid:
- 3) Such Bid is genuine and is not a collusive or sham Bid:
- 4) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage with the Owner or any person interested in the proposed Contract.
- 5) The price quoted in the attached Bid is fair and proper and is not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest.

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_.