

**TOWN OF GLASTONBURY  
INVITATION TO BID**

<u>BID #</u>	<u>ITEM</u>	<u>DATE &amp; TIME REQUIRED</u>
GL-2015-09	Tennis & Basketball Court Resurfacing	August 28, 2014 @ 11:00 a.m.

The Town of Glastonbury is currently seeking bids for resurfacing and line painting two tennis courts and one basketball court located at Addison Park, 415 Addison Road, Glastonbury, Connecticut.

Bid Forms may be obtained on the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov) or at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level).

**An optional pre-bid meeting will be held at the project site on Thursday, August 21<sup>st</sup> at 11:00 a.m.**

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

The Town of Glastonbury is an Affirmative Action/Equal Opportunity Employer. Minority/Women/Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone  
Purchasing Agent

**TABLE OF CONTENTS**

**SECTION**

Information for Bidders

IB 1-3

General Construction Specifications

GCS 1-4

Special Conditions

SC 1-2

Detailed Specifications

DS 1-6

Insurance Requirements

IR 1

Bid Proposal

BP 1-3

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of the base bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid, opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each Bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:** A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.
12. The Bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by

such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.

13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8<sup>th</sup>, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the **Code of Ethics** and the **Consultant Acknowledgement Form**. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
16. **Non-Resident Contractors (IF APPLICABLE)**

Upon award the Town is required to report names of nonresidents (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. A single surety bond for 5% of the entire contract price is required to be filed with DRS by any unverified nonresident prime or general contractor (if awarded) where the contract price for the project is \$250,000 or more. The contractor will be required to promptly furnish to the Town a copy of the Form AU-968 – Certificate of Compliance issued by the State of Connecticut, DRS. See State of Connecticut Notice SN 2012 (2).
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.
18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.
19. It is the responsibility of the Bidder to check the Town's website before submitting bid for addendums posted prior to bid opening.

20. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Bidders are encouraged to submit bid responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the bid for review. All bid pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the bid contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
21. Any technical questions regarding this bid shall be made in writing (email acceptable) and directed to Gregory A. Foran, Parks Superintendent, 2155 Main Street, Glastonbury, CT 06033; [Gregory.foran@glastonbury-ct.gov](mailto:Gregory.foran@glastonbury-ct.gov). For administrative questions concerning this bid, please contact Mary F. Visone, Purchasing Agent via email [purchasing@glastonbury-ct.gov](mailto:purchasing@glastonbury-ct.gov). All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). (Upon entering the website click on Bids & RFPs). The request must be received at least five (5) business days prior to the advertised response deadline.
22. Each Bidder shall visit the site of the proposed work and fully acquaint himself with conditions relating to construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under this Contract.
23. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive any form, instrument, Addendum or other documents or to visit the site and acquaint himself with conditions there existing, shall in no way relieve any Bidder from any obligation with respect to his bid or the Contract.
24. An **optional** pre-bid meeting will be held at the site, **Addison Park, 415 Addison Road, Glastonbury, CT on Thursday, August 21<sup>st</sup> at 11:00 a.m.**
25. Any conflict existing between the Drawings and the Specifications and not brought to the attention of the Owner for clarification before bids are submitted shall be resolved on the basis of furnishing the greatest quantity and/or highest quality indicated, without cost to the Contract.
26. After the award of the Contract:
  - No substitutions will be considered except upon written request of the Contractor and written approval by the Owner.
  - Substitutions shall be submitted including the entire system and/or assembly attached hereto.

**IMPORTANT:**

- Failure to comply with general rules may result in disqualification of the Bidder.
- Municipal projects are exempt from Federal Excise Taxes, as well as, State of Connecticut Sales, Use and Service Taxes and should not be include in the Bidder's proposal.

1. Workmanship, Materials and Employees
  - a. Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Parks Superintendent of the Town of Glastonbury acting personally or through any assistants duly authorized.
  - b. The entire work described herein shall be completed in accordance with the plans and specifications to the full intent and meaning of the same.
  - c. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.
2. Superintendent: The Contractor shall keep on the work during its progress, in the absence of the Contractor, a competent Superintendent. The Superintendent shall be acceptable to the Engineer and shall fully represent the Contractor. All directions given to the Superintendent shall be binding as if given to the Contractor.
3. Preconstruction Meeting: A Preconstruction Meeting will be held with the Engineer, Contractor, and any private utility company prior to commencing any work. It will be the obligation of the Contractor to arrange such a meeting.
4. Permits: All permits, licenses, and fees required for the performance of the Contract work, except for those described in the Detailed Construction Specifications, shall be secured and paid for by the Contractor.
5. Property Access:
  - a. The Contractor shall take all proper precautions to protect from injury or unnecessary interference, and provide proper means of access to abutting property where the existing access is cut off by the Contractor.
  - b. The Contractor shall take all proper precautions to protect persons from injury or unnecessary inconvenience and leave an unobstructed way along the public and private places for travelers, vehicles, and access to hydrants.
  - c. The Contractor shall make arrangements with the adjacent property owners for such trespass as he may reasonably anticipate in the performance of the work. All such arrangements shall be reported in writing to the Engineer.
6. Protection of the Public and of Work and Property:
  - a. The Contractor shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Town from injury or loss arising in connection with the Contract.
  - b. The Contractor shall adequately protect adjacent private and public property.
  - c. The Contractor shall make good any damage, injury, or loss of his work and to the property of the Town resulting from lack of reasonable protective precautions.

7. Existing Improvements: The Contractor shall conduct his work so as to minimize damage to existing improvements. Except where specifically stated otherwise in the specifications, drawings, or as directed by the Engineer, it will be the responsibility of the Contractor to restore to their original condition, as nearly as practical, all improvements on public property.
8. Separate Contracts: The Engineer reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs. Wherever work being done by the Town of Glastonbury's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work.
9. Inspection of Work:
  - a. The Town shall provide sufficient personnel for the inspection of the work.
  - b. The Engineer shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.
  - c. If the specifications or the Engineer's instructions require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by another authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.
  - d. Reinspection of any work may be ordered by the Engineer. If such work is found to be in accordance with the Contract Documents, the Town shall pay the cost of reinspection and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.
10. Right to Increase or Decrease Work: The Town shall have the right to increase or decrease the amount of work herein specified as may be required.
11. Right of Engineer to Stop Work for Weather Conditions: Should the work, in the opinion of the Engineer, be in danger by reason of inclemency of weather, or could not be finished in time to prevent such danger, the Contractor shall cease operations upon order of the Engineer, and shall not resume them until ordered to do so by the Engineer when the weather conditions are favorable. The Contractor shall, upon such orders, discontinue work, remove all materials or appliances for or in use upon the work, and place the property in proper condition during the time the work is suspended as herein provided, without cost to the Town.
12. Contractor to be Responsible for Imperfect Work or Materials: Any unfaithful work or imperfect material shall be corrected upon the order of the Engineer. The acceptance and payment of the work does not in any manner relieve the Contractor of his obligation to perform the work in the proper manner herein specified.

13. Town may Notify Contractor if Work is not Carried on Satisfactorily:

- a. If, in the opinion of the Engineer, the Contractor is not proceeding with the work at a sufficient rate of progress so as to finish in the time specified, or has abandoned said work, or is not complying with the terms and stipulations of the Contract and specifications, the Engineer may serve notice on the Contractor to adopt such methods as will insure the completion of the work in the time specified.
- b. If, within five (5) days after the Engineer has notified the Contractor that his work is not being carried on satisfactorily as before mentioned, the Engineer shall have the right to annul the Contract and manage the work under the direction of the Engineer, or re-let, for the very best interest of the Town as a new contract, the work under said new Contract shall be considered the responsibility of the defaulting Contractor.
- c. Additional costs incurred over and above the original Contract shall be borne by the Performance Bond.

14. Deductions for Uncorrected Work:

- a. If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.
- b. The Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Town.



1. Project Location

1.1 Addison Park Tennis Courts – The tennis courts are located in Addison Park, 415 Addison Road, Glastonbury, CT 06033. There are two (2) tennis courts.

1.2 Addison Park Basketball Court – There is one (1) basketball court which is located in Addison Park, 415 Addison Road, Glastonbury, CT 06033.

2. Town Project Coordination

Wherever in this contract the word “Engineer” is used, it shall be understood as referring to the Parks Superintendent of the Town of Glastonbury acting personally or through any assistants duly authorized in writing. All correspondence and questions shall be directed to Gregory A. Foran, Parks Superintendent, 2155 Main Street, Glastonbury, CT 06033; (860) 652-7686, or by email at [Gregory.foran@glastonbury-ct.gov](mailto:Gregory.foran@glastonbury-ct.gov).

3. Use of Park and Grounds by Owner

The park grounds will continue to function throughout the construction period. All work must be coordinated with the Director of Parks and Recreation in advance.

4. Time for Completion

All work which the Contractor is required to perform under this Contract will be completed after August 28, 2014 and before October 10, 2014. The specific work schedule shall be arranged with the Owner.

5. Use of Premises

The Contractor shall confine his apparatus, storage materials, supplies, equipment, and operations to areas identified for this purpose by the Engineer.

6. Pre-Bid Site Inspection

An optional pre-bid site inspection will be held in Addison Park, 415 Addison Road, Glastonbury, CT, and has been scheduled for Thursday, August 21<sup>st</sup>, at 11:00 a.m. Interested Contractors are encouraged to attend this meeting.

7. Guarantee

The Contractor and each Subcontractor shall guarantee that all materials and workmanship shall be free from original defects or against injury from proper and usual wear, when used for purposes intended, for one year after date of final certificate.

If, in the Contractor’s opinion, any work is called for in the Specifications in such manner as to make it impossible to produce and guarantee a first-class piece of work, the Contractor shall refer the same to the Engineer before proceeding.

8. Existing Improvements

The Contractor shall make certain of the exact location of all underground utilities prior to excavation.

9. Basis for Payment

This work shall be paid for at the contract lump sum price upon satisfactory completion of the work.

10. Protection

The Contractor shall be solely responsible for damage, loss or liability, due to the theft or vandalism when work is not in progress at night, weekends, or holidays. The Contractor is advised that the potential for vandalism is high, and every precaution should be taken to protect completed work until final acceptance by the Owner.

11. Approved Equals

Bidders proposing to use products different than those specified for consideration as an “approved equal” must submit documentation that clearly indicates that the alternative product(s) either meet or exceed those specified. The documentation must be submitted with the bid proposal. The Town reserves the right to reject bids that do not comply with this requirement.

The Town’s decision with respect to products proposed for consideration as an “approved equal” shall be final and not subject to review.

**TEXTURED ACRYLIC COLOR SURFACING  
FOR TENNIS COURTS AND PLAY AREAS**

**PART 1- GENERAL**

**1.1 GENERAL DESCRIPTION**

- A. Textured acrylic surfacing for asphalt tennis courts and similar play areas. Project scope includes two existing tennis courts and one basketball court and the walkway between the tennis and basketball courts. Line painting includes two tennis courts, one basketball court and a total of four new pickle ball courts painted on the two existing tennis courts. The paved area outside the tennis court fence will also be painted to match the tennis courts.

**1.2 RELATED SECTIONS**

- A. Related Work
  - 1. General Construction Specifications
  - 2. Special Conditions
- B. References
  - 1. National Asphalt Paving Association (NAPA)
  - 2. United States Tennis Association (USTA)
  - 3. International Tennis Federation (ITF)
  - 4. American Sport Builders Association (ASBA)
  - 5. USA Pickleball Association (USAPA)

**1.3 QUALITY ASSURANCE**

- A. Surfacing shall conform to the guidelines of the ASBA for planarity.
- B. All surface coatings products shall be supplied by a single manufacturer.
- C. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- D. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- E. The installer shall be an authorized applicator of the specified system.
- F. The manufacturer's representative shall be available to help resolve material questions.

**1.4 SUBMITTALS**

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- C. ITF classification certificate for the system to be installed.

- D. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.
- E. Current Material Safety Data Sheets (MSDS).
- F. Product substitution: If other than the product specified, the contractor shall submit a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's satisfaction that the proposed substitution is of equal quality and utility to that originally specified. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system. The color system shall have an ITF pace rating in Category 2. Under no circumstances will systems from multiple manufacturers be considered, without the owner's prior written approval.

**1.5 MATERIAL HANDLING AND STORAGE**

- A. Store materials in accordance with manufacturer specifications and MSDS
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non-flammable.

**1.6 GUARANTEE**

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

**1.7 INSTALLER QUALIFICATIONS**

- A. Installer shall be regularly engaged in construction and surfacing of acrylic tennis courts, play courts or similar surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.

**1.8 MANUFACTURER QUALIFICATIONS**

- A. System manufacturer shall provide documentation that the surface to be installed has been classified by the ITF as a medium pace surface.
- B. System manufacturer shall be a member of the ASBA.

**PART 2- PRODUCTS**

**2.1 MANUFACTURERS**

- A. California Products Corp., Andover, MA 01810/DecoTurf, [www.decoturf.com](http://www.decoturf.com)
- B. Substitutions: Submit requests with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owner's satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must

include a QUV test of at least 1000 hours illustrating the UV stability of the system. The system shall have an ITF pace rating in Category 2. Under no circumstance may the final color surface contain silica sand added at the job site.

**2.2 MATERIALS**

- A. Patching Mix (California Court Patch Binder) – for use in patching cracks, holes, depressions and other surface imperfections.
- B. Crack Filler (California Crack Filler) – for use in filling fine cracks.
- C. Acrylic Filler Course (California Acrylic Resurfacer) – for use as a filler for new or existing asphalt surfaces. The 100% acrylic filler shall be blended with approved silica sand at the job site.
- D. Acrylic Color Playing Surface (DecoColor MP/DecoBase I) – for use as the finish color and texture. DecoColor MP and DecoBase I are blended at the job site to achieve the correct surface texture.
- E. Line Paint (California Line Paint) – for use as the line marking on the court/play surface.
- F. Water – for use in dilution/mixing shall be clean and potable.

**2.3 MATERIAL SPECIFICATIONS**

- A. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.
  - 1) Percent solids by weight (minimum) 46%
  - 2) Weight 8.7-8.9 lbs./gallon
- B. California Crack Filler – 100% acrylic resin heavily filled with sand.
  - 1) Percent solids by weight (minimum) 85%
  - 2) Weight 15 lbs./gallon
- C. California Acrylic Resurfacer – 100% acrylic resin (no vinyl copolymerization constituent). The product shall contain less than 3.5% attapulgite.
  - 1) Percent solids by weight (minimum) 26.7%
  - 2) Weight 8.7-8.9 lbs./gallon
- D. DecoColor MP – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain less than 10% chrome oxide.
  - 1) Percent solids by weight (minimum) 43.0%
  - 2) Weight 10.5/gallon
- E. DecoBase I Neutral – 100% acrylic resin (containing no vinyl copolymerization constituent). Contains not more than 63% rounded silica sand.
  - 1) Percent solids by weight (minimum) 71%
  - 2) Weight 12.0 lbs./gallon

F. California Line Paint – 100% acrylic resin (containing no alkyds or vinyl constituents). Texturing shall be rounded silica sand.

- |                                       |                     |
|---------------------------------------|---------------------|
| 1) Percent solids by weight (minimum) | 60.5%               |
| 2) Weight                             | 12-12.3 lbs./gallon |

All surfacing materials shall be non-flammable and have a VOC content of less than 100g./ltr. measured by EPA method 24.

Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

### PART 3 – EXECUTION

#### 3.1 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

#### 3.2 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.
- B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of **Court Patch Binder** according to manufacturer's specifications. Cracks shall be routed, blown out with air and cleaned. Large cracks shall be filled with an active cementitious product. Small cracks shall be filled with a caulk and fiber fill. Once cured the cracked areas shall be buffed to remove the high areas. The Armor Crack repair system or approved equal shall be applied to the cracks. An acrylic patch leveler shall be applied to the repair areas so that a smooth transition is achieved, as described in the following sections. **Each base bid shall include an allowance for repair of 1085 linear feet of cracks (approximately 600 l.f. on tennis court and 485 l.f. on basketball court). The actual payment for crack repair will be adjusted based on field measurement of in place crack repair using the unit price provided in the bidder's proposal.****
- C. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix: 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). **This step shall be accomplished prior to the squeegee application of Acrylic Resurfacer.** The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch so that the texture matches the

surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure.

**NO WORK FROM THIS STAGE ON SHALL COMMENCE UNTIL AN INSPECTOR HAS ACCEPTED THE SURFACE.**

D. Filler Course. (Acrylic Resurfacer): Filler course shall be applied to the clean underlying surface in one application to obtain a total quantity of not less than .06 gallon per square yard based on the material prior to any dilution. Acrylic Resurfacer may be used to pre-coat depression and crack/hole repairs to achieve better planarity prior to filler course application.

1. Over a properly repaired surface of asphalt on existing courts, apply one coat of Acrylic Resurfacer according to the following mix:

Acrylic Resurfacer	55 gallons
Water	20-40 gallons
Sand	600-800 pounds / 60-80 mesh
Liquid Yield	112-138 gallons

Use clean, dry 50-60 mesh sand and clean, potable water to make mixes. The quantity of sand and water in the above mix may be adjusted within above limits to complement the roughness and temperature of the surface.

2. Mix the ingredients thoroughly using accepted mixing devices and use a 70 Durometer rubber bladed squeegee to apply each coat of Acrylic Resurfacer as required.

3. Allow the application of Acrylic Resurfacer to dry thoroughly. Scrape off all ridges and rough spots prior to any subsequent application of Acrylic Resurfacer or subsequent cushion or color surface system.

### 3.3 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.

B. Blend DecoBase I and DecoColor MP with a mechanical mixer to achieve a uniform mixture. The mix shall be:

DecoBase I	55 gallons
DecoColor MP	15 gallons
Water	23 gallons

C. Application shall be made by 50 durometer rubber faced squeegees. The mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.

D. One application of textured Decocolor MP shall be made to achieve a total application rate of not less than .05 gal./sy. No application should be made until the previous application is thoroughly dry.

E. A single finish coat of DecoColor MP shall then be mixed and applied in the same manner as the texture coats at a rate of .04 gal/sy. The mix shall be:

**Tennis & Basketball Court Resurfacing  
Detailed Specifications**

**Bid #GL-2015-09**

Decocolor MP	55 gallons
Water	38 gallons

- F. Color selection to be by owner. Basketball and tennis courts to be one color: green.

**3.4 LINE PAINTING**

- A. Line shall be 2” wide unless otherwise noted on the drawings. Lines shall be carefully laid out in accordance with ASBA, USTA, and USAPA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf./gal. (3/4 gal. per tennis court).

Tennis and basketball court lines to match existing layout. Color: white. Pickleball court lines to be either red or blue. Color to be selected by Owner.

**3.5 PROTECTION**

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner’s representative.

**3.6 CLEAN UP**

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, State and Federal regulations.
- B. Leave site in a clean and orderly condition.



**INSURANCE**

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town of Glastonbury and its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders 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 insurance carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

- 1) Worker's Compensation Insurance:
  - Statutory Coverage
  - Employer's Liability
  - \$500,000 each accident/\$500,000 disease-policy limit/\$500,000 disease each employee
  - A Waiver of Subrogation shall be provided
  
- 2) Commercial General Liability:
  - Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
  - Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
  - A Waiver of Subrogation shall be provided
  
- 3) Automobile Insurance:
  - Including all owned, hired, borrowed and non-owned vehicles
  - Limit of Liability for Bodily Injury and Property Damage: Per Accident \$1,000,000
  - A Waiver of Subrogation shall be provided
  
- 4) Product liability insurance certificate

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Contractor shall be responsible to notify the Town 30 days in advance with written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability and Auto Liability policies. The Bidder shall provide the Town copies of any such insurance policies upon request.

**INDEMNIFICATION**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable.

**Tennis & Basketball Court Resurfacing  
Bid Proposal**

**Bid #GL-2015-09  
Due Date: August 28, 2014 @ 11:00 a.m.**

Proposal of \_\_\_\_\_  
(hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_, doing business as \_\_\_\_\_  
\_\_\_\_\_.

To the Town of Glastonbury (hereinafter called "Town").

In compliance with your Invitation to Bid, the Bidder hereby proposes to furnish materials and/or services as per Bid Number GL-2015-09 in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder acknowledges receipt of the following:

Addendum #1 \_\_\_\_\_ (Initial and Date)

Addendum #2 \_\_\_\_\_ (Initial and Date)

Addendum #3 \_\_\_\_\_ (Initial and Date)

It is the responsibility of the Bidder to check the Town's website for any Addenda before submitting the bid.

**Tennis & Basketball Court Resurfacing  
Bid Proposal**

**Bid #GL-2015-09  
Due Date: August 28, 2014 @ 11:00 a.m.**

**1. Base Bid:**

- a. Furnish and install all labor, materials and equipment needed to complete repairs, resurfacing, and repainting two (2) tennis courts (120' x 110' each) and one (1) basketball court (70' x 120'), and walkway (8 1/2' x 39') between basketball and tennis courts in Addison Park as specified herein Bid GL-2015-09. Repainting includes two tennis courts, one basketball court, and four pickleball courts. Price includes painting pavement outside fence of tennis courts and repair of 1085 linear feet of cracks (approximately 600 l.f. on tennis court and 485 l.f. on basketball court). The actual payment for crack repair will be adjusted based on field measurement of in place crack repair using the unit price submitted below.

**Total Base Bid Amount (Numeric):** \$ \_\_\_\_\_

\$ \_\_\_\_\_

**Total Base Bid Amount (Written)**

**2. Unit Price:**

The following unit price will be used as the basis for any adjustments to the base bid as may be required due to changes in the quantity of work. In addition, the Bidder proposes that the following unit price for any work added to or deducted from the contract sum by appropriate modification if the scope of work or estimated quantities of work required by the contract documents are increased or decreased.

- a. Crack repair as specified in Detailed Specifications, Part 3, Execution 3.2,  
Preparation for Acrylic Color Playing System \$ \_\_\_\_\_ l.f.  
Numeric Amount

**CODE OF ETHICS**

I/We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I/We are selected. Yes \_\_\_\_\_ No \_\_\_\_\_\*

\*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the Bidder has not agreed to the above statement.

**Respectfully submitted:**

\_\_\_\_\_  
Type or Print Name of Individual

\_\_\_\_\_  
Doing Business as (Trade Name)

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number/Fax Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
SS# or TIN#

(Seal – If bid is by a Corporation)

Attest

**Other Items Required with Submission of Bid Proposal**

The following bid checklist describes items required for inclusion with the above-referenced bid proposal package. It is provided for the convenience of the bidders and, therefore, should not be assumed to be a complete list.

- \_\_\_\_\_ MSDS Sheets
- \_\_\_\_\_ Reference List per Part I, Section 1.4D.
- \_\_\_\_\_ Acknowledgement of Addendums in Bid Proposal (as applicable).
- \_\_\_\_\_ Acknowledgement of Code of Ethics in Bid Proposal.
- \_\_\_\_\_ Sealed bids, one original and one copy.
- \_\_\_\_\_ Disclosure of past and pending mediation, arbitration and litigation cases that the Bidder or its principals have been involved in for the most recent five years (if applicable).
- \_\_\_\_\_ Copy of Bidder's Contractor's License (State of Connecticut)

**It is the responsibility of the Bidder to clearly mark the outside of the bid envelope with the Bid Number, Date and Time of Bid Opening, and it is also THE RESPONSIBILITY OF THE BIDDER TO CHECK THE TOWN'S WEBSITE BEFORE SUBMITTING BID FOR ADDENDUMS POSTED PRIOR TO BID OPENING.**