



CITY OF GROTON

295 Meridian Street
Groton, Connecticut 06340-4040
860-446-4110
Finance Department

**CITY OF GROTON
REQUEST FOR PROPOSALS
BASEBALL FIELD FENCE REMOVAL AND REPLACEMENT
295 MERIDIAN STREET
GROTON, CT
March 3, 2022
BID PROPOSAL 03-22-02**

The City of Groton will receive proposals at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 2:00 P.M. on March 22, 2022 at which time they will be publicly opened and read aloud.

There will be an optional Pre-Bid meeting, March 8, 2022 at 2:00PM.

The City is requesting proposals for the removal and replacement of a portion of the perimeter fencing at a Babe Ruth size field, identified by the City as Field 3, from the foul line area of left field to the center field area of perimeter at approximately 445-465 feet

March 3, 2022 at Groton, Connecticut.

CITY OF GROTON

Ronald Yuhas
Director of Finance
446-4114

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TECHNICAL SPECIFICATIONS

The City of Groton will receive proposals at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 11:00 A.M. on March 22, 2022 at which time they will be publicly opened and read aloud.

There will be an optional Pre-Bid meeting, March 8, 2022 at 2:00PM.

Dated this the 3rd day of March 2022 at Groton, Connecticut

Scope of Project

Field 3

The project will involve the removal and replacement of a portion of the perimeter fencing at a Babe Ruth size field, identified by the City as Field 3, from foul line area of left field to the center field area, approximately 445-465 feet.

The project will included materials and labor for the following renovations:

The project will involve:

- Approximately 445 linear ft x 8' high (left field to center field of outfield fence line)
- 9 gauge galvanized wire throughout
- 3" terminal posts, 2.5" line posts all ss40 heavy wall galvanized pipe, 1 5/8" ss20 galvanized top and bottom rail
- All posts dug and set in concrete footings
- Includes take down and removal of existing fence

Please provide the completed Required Bid Form and any additional information as you think is required for the City of Groton to adequately judge your proposal.

The City of Groton may choose the most advantageous approach and negotiate changes to the proposal with the submitting group.

GENERAL BID REQUIREMENTS

1. Termination & Liquidated Damages:

Following implementation, should the Director of Finance find that the firm has failed in any material respect to perform it's agreed upon obligation, the agreement shall be canceled by the City as being in the best interest of the City of Groton. In the event of termination of this agreement as a result of breach by contractor hereunder, the City shall not be liable for any fees and may at its sole option, award an agreement for the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limit to, extra costs required under the new agreement of similar services.

2. INDEMNIFICATION:

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

3. INSURANCE:

The Provider shall provide a certificate of insurance in the minimum amounts as specified herein. The City of Groton is to be listed as additional insured on Commercial General Liability and Excess/Umbrella Liability coverage.

- A. Workers Compensation - limits as required per State of Connecticut statute, with employer liability limits of \$500,000/500,000/500,000.

- B. Commercial General Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 personal/advertising injury
 - \$2,000,000 products/completed operations aggregate
- C. Commercial Automobile
 - \$1,000,000 combined single accident for owned, non-owned, and hired autos
- D. Excess/Umbrella Liability (over commercial general liability and automobile liability coverage)
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate

4. OTHER INSURANCE PROVISION:

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

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

That Worker's Compensation insurance and Employer's Liability coverage has been obtained by the contractor.

5. ACCEPTABILITY OF INSURANCE:

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

6. VERIFICATION OF COVERAGE:

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

7. BONDING REQUIREMENTS

A BID BOND will not be required.

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

OR

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

8. Drug and Alcohol Testing Program

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

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

compliance with the state and/or federal laws and regulations regarding drug and/or alcohol testing as determined by the City of Groton or its designee.

9. Permitting

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

10. Non-Collusion

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

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

11. General

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

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

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

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

Payment in full will be made at successful completion of the work.

Questions Regarding this project should be directed to Mary Hill, Parks and Recreation Director, 860-446-4129 up until March 11, 2022. If questions are received an addendum with the questions and answers will be posted by March 15, 2022.



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REQUIRED BID FORM

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

Project Cost \$ _____

Expected Start Date _____

Expected Completion Date _____

Company

Address

Signature

Print or Type Name

Telephone and Fax

Date

City of Groton Acceptance of Proposal

Director of Finance
Ronald Yuhas