



**Town of Wethersfield**  
505 SILAS DEANE HIGHWAY  
WETHERSFIELD, CONNECTICUT 06109

MICHAEL J. O'NEIL  
DIRECTOR OF FINANCE

**REQUEST FOR PROPOSALS**

**Rehabilitation of Outdoor Athletic Courts: Old Reservoir Basketball and  
Standish Tennis/Pickleball**

**#2026-06**

January 12, 2026

The Town of Wethersfield is soliciting proposals from qualified and experienced athletic court construction contractors to rehabilitate two (2) outdoor recreational court facilities and restore them to safe, durable and regulation-quality conditions. The courts included in this project are the Old Reservoir Basketball Court, located adjacent to 39 Old Reservoir Road, Wethersfield, CT, and the Standish Tennis/Pickleball Courts (two courts), located adjacent to 127 Hartford Avenue, Wethersfield, CT.

The scope of work includes, but is not limited to, power washing, crack repair, resurfacing, painting and restriping of the basketball and tennis/pickleball courts in accordance with applicable industry standards.

A copy of the Request for Proposals will be available on-line no later than Monday, January 12, 2026 or by e-mailing the Finance Department at [purchasing@wethersfieldct.gov](mailto:purchasing@wethersfieldct.gov).

The Town must receive your sealed proposal in the Finance Department located on the 2<sup>nd</sup> floor of Town Hall at 505 Silas Deane Highway, Wethersfield, CT, no later than 12:00 p.m. on Friday, February 6, 2026. Proposers must submit three (3) paper copies of their proposal and one (1) digital copy in PDF format. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities. Postmarks, faxes, and email proposals will not be considered.

The Town of Wethersfield is an Equal Opportunity/Affirmative Action Employer.

The Town of Wethersfield reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the Town of Wethersfield.

## **I. GENERAL INFORMATION**

### **SELECTION CRITERIA:**

The selection for award will be based on lowest responsible and qualified bidder. Responsibility will be evaluated based on the contractor's previous experience, qualifications, references, and the ability to competently complete the work within the budget and period of time.

### **DESCRIPTION OF PROJECT:**

The Town of Wethersfield is undertaking an outdoor athletic court rehabilitation project to restore two municipal recreational court facilities to safe, durable, and regulation-quality conditions for public use. The project includes improvements to the Old Reservoir Basketball Court, located adjacent to 39 Old Reservoir Road, and the Standish Tennis/Pickleball Courts (two courts), located adjacent to 127 Hartford Avenue, Wethersfield, Connecticut.

Work will consist of comprehensive surface preparation and rehabilitation, including power washing, crack repair, resurfacing, painting, and restriping of the courts. Improvements are intended to address surface deterioration, enhance player safety, and extend the useful life of the facilities while meeting applicable industry standards for basketball, tennis, and pickleball play.

The selected contractor will be responsible for coordinating all field activities with Town staff and completing the work in accordance with the project schedule, technical specifications, and applicable regulations. Upon completion, the courts will provide improved recreational amenities for residents and visitors of the Town of Wethersfield.

## **II. SCOPE OF SERVICES**

### **SPECIFIC SERVICES:**

The Town of Wethersfield has developed the following scope of work for this project. Any sizes or estimates of quantities are approximate and are not guaranteed in any respect. The contractor will need to include quantities in their proposal.

- A. Surface Preparation
  - a. Thorough power wash and clean all court surface to remove dirt, debris, mold and loose material
- B. Crack Repair and Surface Repairs
  - a. Perform crack repairs using industry-approved standards for asphalt courts
  - b. Repair low spots, depression or surface irregularities to ensure proper drainage and uniform playing surface

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- C. Resurfacing
  - a. Apply acrylic or equivalent athletic court resurfacing system suitable for outdoor athletic use, providing durability, slip resistance and New England weather protection
  - b. Achieve uniform texture and color across all courts
- D. Painting and Color Coating
  - a. Apply Town-approved color coatings (colors to be reviewed and approved prior to installation)
- E. Striping
  - a. Stripe Old Reservoir Basketball Court in accordance with regulation dimensions for basketball
  - b. Stripe Standish Tennis/Pickleball Courts in accordance with regulation dimensions for tennis and pickleball
  - c. Ensure all lines are straight, highly visible, and long-lasting
- F. Site Cleanup
  - a. Remove debris, equipment and excess materials from sites
  - b. Ensure courts and project areas are left clean, safe, and ready for public use
- G. Other Items
  - a. If there are other items you believe should be included within the scope of work, please provide a list description and cost separate of the items above

Prospective Contractors should visit the site to verify scope of the work, measurements, quantities, etc., prior to submitting their proposal. Contractor estimate must include all labor, required materials tools, equipment, plans, mobilization, permits, insurances, etc. as per the specification required to properly complete the project. The successful contractor should have staff that possess adequate experience in the use and operation of the equipment and machinery as specified.

### **PROJECT TIMETABLE**

Work on the Old Reservoir Basketball Court may commence at any time when weather conditions are deemed suitable for construction activities. Work on the Standish Tennis/Pickleball Courts may also begin when weather conditions are appropriate. However, either all work at the Standish Courts must be completed no later than May 8, 2026, or if this deadline cannot be met, construction at the Standish Courts may not begin until after June 16, 2026, due to a previously scheduled program.

The selected contractor shall coordinate the start date and sequencing of field work with Town staff in advance of mobilization.

## **PROJECT REQUIREMENTS**

The selection for award will be based on lowest responsible and qualified bidder. Responsibility will be evaluated based on the candidate's previous experience, qualifications of the bidder including quality of the proposal, references, quality of samples (previous work products), and the ability to competently complete the work within the allotted budget and period of time. The Town of Wethersfield expects to select a contractor and award a contract on or about March 6, 2026.

### **III. PROCUREMENT SCHEDULE**

The Town of Wethersfield may amend the schedule as needed.

- RFP Released: Monday, January 12, 2026
- Deadline for Questions: Wednesday, January 28, 2026
- Deadline for Replies to Questions: Friday, January 30, 2026
- Proposals Due: Friday, February 6, 2026
- Contractor Award: Friday, March 6, 2026
- Start of Contract: Late March 2026
- Completion of Contract: Summer 2026

### **IV. SUBMISSION OF PROPOSAL**

## **PROPOSAL INSTRUCTIONS**

By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town's objectives.

The Town must receive your proposal at the Finance Department no later than 12:00 p.m. on Friday, February 6, 2026. Proposers must submit three (3) paper copies of their proposal and one (1) digital copy in PDF format. The Town reserves the right to reject any proposal deemed not to be in its best interest and waive minor technicalities.

The sealed proposals shall bear the name and address of the respondent and addressed:

### **REQUEST FOR PROPOSALS #2026-06**

### **Contractor Services – Rehabilitation of Outdoor Athletic Courts: Old Reservoir Basketball and Standish Tennis/Pickleball**

Sealed proposals shall be delivered to:

Town of Wethersfield  
Finance Department  
Julie Gerace, Purchasing Agent  
505 Silas Deane Highway  
Wethersfield, Connecticut, 06109

Town of Wethersfield  
Request for Proposals – Contractor Services  
Rehabilitation of Outdoor Athletic Courts: Old Reservoir Basketball and Standish Tennis/Pickleball  
#2026-06

Postmarks will not be accepted in lieu of actual receipt. All documents must be delivered by February 6, 2026 at 12:00pm.

Late proposals will not be accepted.

### **RFP QUESTIONS**

Questions about this RFP may be directed, in writing, to [purchasing@wethersfieldct.gov](mailto:purchasing@wethersfieldct.gov) no later than Wednesday, January 28, 2026 at 12:00PM. Responses to questions will be listed on the town website no later than Friday, January 30, 2026 at 3:00PM.

All proposals must contain the following items:

- Project Cost
- Timetable to Complete Project
- Quantities for Materials
- Resume
- References - provide the name, title, company address, and phone number for three references.
- Work samples (previous field renovation projects)
- Completed Attachments A - E
  - Attachment A - Fair Employment Practices for Qualifications of Bidders
  - Attachment B - Non-Collusive Affidavit of Proposer
  - Attachment C - Insurance and Indemnity Requirements
  - Attachment D - Ordinance Providing for Local Preference
  - Attachment E - Affidavit Pursuant to the Ordinance Providing for Local Preference

### **REQUEST FOR PROPOSALS CONDITIONS:**

- All proposals in response to this RFP are to be the sole property of the Town of Wethersfield. Proposers are encouraged not to include in their proposals any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws.
- Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the RFP is to be the sole property of the Town of Wethersfield.
- Timing and sequence of events resulting from this RFP will ultimately be determined by the Town of Wethersfield.
- The Proposer agrees that the proposal will remain valid for a period of 180 days after the deadline for submission and may be extended beyond that time by mutual agreement.

- The Town of Wethersfield may amend or cancel this RFP, prior to the due date and time, if it deems it to be necessary, appropriate or otherwise in the best interest of the Town of Wethersfield. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a proposal not being considered.
- The Proposer must certify that the personnel identified in its response to this RFP will be the persons actually assigned to the project. Any additions, deletions or changes in personnel assigned to the project must be approved by the Town of Wethersfield in advance of their exclusion or inclusion, with the exception of personnel who have terminated employment. Replacements for personnel who have terminated employment are subject to approval by the Town of Wethersfield. At its discretion, the Town of Wethersfield may require removal and replacement of any of the Proposer's personnel who do not perform adequately on the project in the sole opinion of the Town of Wethersfield regardless of whether they were previously approved by the Town of Wethersfield.
- Any costs and expenses incurred by Proposers in preparing or submitting proposals are the sole responsibility of the Proposer.
- A Proposer must be prepared to present evidence of experience, ability, service facilities, and financial condition necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification of proposals may be required by the Town of Wethersfield at the Proposer's sole cost and expense.
- In some cases, Proposers may be asked to give demonstrations, interviews, presentations or further explanation to the RFP's Screening Committee.
- The Proposer represents and warrants that the proposal is not made in connection with any other Proposer and is in all respects fair and without collusion or fraud. The Proposer further represents and warrants that the Proposer did not participate in any part of the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no agent, representative or employee of the Town of Wethersfield participated directly in the Proposer's proposal preparation.
- The Proposer agrees to enter into a contract with the Town of Wethersfield with mutually agreed upon standard language and conditions.
- The contract will represent the entire agreement between the Proposer and the Town of Wethersfield and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The Town of Wethersfield shall assume no liability for payment of services under the terms of the contract until the successful Proposer is notified that the contract has been accepted and approved by the Town of Wethersfield. The contract may be amended only by means of a written instrument signed by the Town of Wethersfield and the Proposer.
- Rights Reserved to the Town of Wethersfield the right to award in part, to reject any and all proposals in whole or in part for misrepresentation or if the Proposer is in default of any prior Town of Wethersfield contract, or if the proposal limits or modifies any of the terms and conditions and/or specifications of the RFP. The Town of Wethersfield also reserves the right to waive technical defect, irregularities and

omissions if, in its judgment, the best interest of the Town of Wethersfield will be served.

The Town of Wethersfield reserves the right to correct inaccurate awards resulting from its clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a Proposer and subsequently awarding the contract to another Proposer. Such action on the part of the Town of Wethersfield shall not constitute a breach of contract on the part of the Town of Wethersfield since the contract with the initial Proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the Town of Wethersfield and the Proposer.

Proposer shall procure and maintain for the duration of the project the following types of insurance, in amounts no less than the stated limits, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder:

- 1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operation, Independent Contractors, Product and Completed Operations and Contractual Liability. If a general aggregate is used, the general aggregate limit shall apply separately to the Agreement or the general aggregate limit shall be twice the occurrence limit.
- 2) Workers' Compensation and Employer's Liability: Statutory coverage in compliance with compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with a minimum limit of \$100,000 each accident, and \$500,000 Disease – Policy limit, \$100,000 each employee.
- 3) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.



**Town of Wethersfield**  
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WETHERSFIELD, CONNECTICUT 06109

**MICHAEL J. O'NEIL**  
**DIRECTOR OF FINANCE**

**ATTACHMENT A**

**FAIR EMPLOYMENT PRACTICES FOR QUALIFICATIONS OF BIDDERS**  
**TOWN OF WETHERSFIELD, CONNECTICUT**

THIS QUESTIONNAIRE ON FAIR EMPLOYMENT PRACTICES FOR THE QUALIFICATIONS OF BIDDERS IS PART OF THIS BID DOCUMENT AND MUST BE RETURNED WITH YOUR BID. FAILURE TO COMPLETE THIS FORM MAY BE SUFFICIENT CAUSE FOR REJECTION OF YOUR BID. IT WILL BE NECESSARY TO SUBMIT THIS FORM ON AN ANNUAL BASIS IN ORDER FOR THE TOWN TO MAINTAIN AND UP-TO-DATE FILE ON YOUR PROGRESS IN EQUAL OPPORTUNITY EMPLOYMENT. AS REQUIRED BY FEDERAL AND STATE LAWS AND REGULATIONS, THE TOWN MAY REQUEST ADDITIONAL EQUAL EMPLOYMENT OPPORTUNITY INFORMATION FROM YOU.

“FAIR” OR “EQUAL EMPLOYMENT” MEANS THE PRACTICE OF NOT DISCRIMINATING AMONG PERSONS ON THE BASIS OF RACE, COLOR, SEX, NATIONAL ORIGIN OR AGE.

THIS QUESTIONNAIRE WILL BE EVALUATED BY THE PURCHASING AGENT AND HIS RECOMMENDATIONS WILL BE A FACTOR IN DETERMINING WHETHER YOUR FIRM IS TO BE RETAINED ON THE TOWN’S BID LIST.

SECTION PLEASE ANSWER ALL THE FOLLOWING QUESTIONS:

A NAME OF FIRM \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NUMBER \_\_\_\_\_  
NATURE OF BUSINESS \_\_\_\_\_  
NUMBER OF FULL TIME EMPLOYEES \_\_\_\_\_  
PERSON FILLING OUT FORM \_\_\_\_\_  
TITLE \_\_\_\_\_

SECTION DO YOU HAVE A WRITTEN EQUAL EMPLOYMENT POLICY? YES \_\_\_ NO \_\_\_

B IF YES, PLEASE ATTACH COPY  
IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES \_\_\_ NO \_\_\_

SECTION DO YOU HAVE A WRITTEN AFFIRMATIVE ACTION POLICY? YES \_\_\_ NO \_\_\_

C IF YES, PLEASE ATTACH COPY  
IF NO, DO YOU PLAN TO ADOPT ONE IN THE NEAR FUTURE? YES \_\_\_ NO \_\_\_

SECTION

D

DO YOU UTILIZE AFFIRMATIVE ACTION IN EMPLOYMENT PRACTICES, SUCH AS ADVERTISING ALL POSITIONS WITH THE EQUAL OPPORTUNITY CLAUSE, MAKING SPECIAL EFFORTS TO RECRUIT MINORITY AND FEMALE JOB APPLICANTS AND REVIEWING JOB-TESTING PROCESSES TO ENSURE THAT NO DISCRIMINATORY BIASES EXIST.

SECTION

E

PLEASE FILL OUT THE DATA REQUESTED IN THE FOLLOWING TABLE FOR ALL FULL-TIME EMPLOYEES OF YOUR ORGANIZATION. THE STATISTICS USED MUST BE NO OLDER THAN 3 MONTHS FROM THE TIME THIS BID IS SUBMITTED.

EMPLOYMENT STATUS AS OF \_\_\_\_\_

MALE						FEMALE					
WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL MALE	WHITE (NON HISPANIC)	BLACK (NON HISPANIC)	HISPANIC	ASIAN/PACIFIC ISLANDER	AMERICAN INDIAN	TOTAL FEMALE

OFFICERS/ MANAGERS												
PROFESSIONALS												
TECHNICIANS												
SALES WORKERS												
OFFICE/ CLERICAL												
CRAFTSMEN (SKILLED)												
OPERATORS (SEMI-SKILLED)												
LABORERS (UNSKILLED)												
SERVICE WORKERS												

SECTION

F

NAME OF OFFICER OF FIRM \_\_\_\_\_

SIGNATURE OF OFFICER \_\_\_\_\_

DATE \_\_\_\_\_

**ATTACHMENT B**

**TOWN OF WETHERSFIELD  
Department of Finance**

**NON COLLUSIVE AFFIDAVIT OF PROPOSER**

The undersigned proposer, having fully informed themselves regarding the accuracy of the statements made herein certifies that;

- (1) the proposer developed the bid independently and submitted it without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition, and
- (2) the proposer, its employees and agents have not communicated the contents of the bid to any person not an employee or agent of the proposer and will not communicate the proposal to any such person prior to the official opening of the proposal.

The undersigned proposer further certifies that this statement is executed for the purpose of inducing the Town of Wethersfield to consider the proposal and make an award in accordance therewith.

\_\_\_\_\_  
Legal Name of Proposer/Firm

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Title Person

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

Notary Public  
My Commission Expires  
  
\_\_\_\_\_

## ATTACHMENT C

### TOWN OF WETHERSFIELD

#### INSURANCE AND INDEMNITY REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Agent, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
  - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
  - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
  - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (1) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (11) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding is brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactorily to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which

will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:

a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.

b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury

\$1,000,000 Property Damage

or

\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the Work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the Work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on or off site or in transit when such portions of the Work are to be included in an Applications for Payment.
  - b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the Work, but only to the extent required by the Supplementary Conditions or by law.
  - c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
  - d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
  - e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. Waiver of Rights: Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
7. Receipt and Application of Proceeds: Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

## Other Conditions

### Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.

## ATTACHMENT D

### ORDINANCE PROVIDING FOR LOCAL PREFERENCE

#### TOWN BASED BUSINESS

**The term “town based business” shall mean a business with a principal business located within the Town of Wethersfield.** A business shall not be considered a town based business, unless evidence submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Wethersfield. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

#### LOWEST RESPONSIBLE BIDDERS

On any project the lowest responsible bidder shall be determined in the following order:

Provided that such town based resident bidder shall have met all other requirements set forth in this article, any town based resident bidder which has submitted a bid not more than ten (10) percent higher than the lowest most responsible bid may be awarded the bid provided such town based bidder agrees to accept the award of the bid at the amount of the lowest most responsible bid.

If more than one town based resident bidder has submitted a bid not more than ten (10) percent higher than the lowest responsible bid, the lowest responsible bidder shall be that one of the town based resident bidders which had submitted the lowest bid.

#### IMPLEMENTATION OF LOCAL BIDDER PREFERENCE

Any local vendor meeting the requirements of a local vendor as defined in the above ordinance responding to the solicitation shall be required to submit a signed Local Bidder Affidavit form with their bid submittal. Failure to submit an affidavit form, approved by the Town of Wethersfield, may result in your disqualification as a local vendor and ineligibility for contract award.

#### RESTRICTION OF USE OF LOCAL BIDDER PREFERENCE

This section shall not apply in those instances where the bid requested involves a cooperation purchasing arrangement between the town and other municipalities or the State of Connecticut.

**ATTACHMENT E**

**AFFIDAVIT PURSUANT TO THE  
ORDINANCE PROVIDING FOR LOCAL PREFERENCE**

**(It is not necessary to submit this form unless you are a Wethersfield Town-based Business)**

The undersigned, being duly sworn, disposes and says as follows:

1. That he/she is over the age of eighteen (18) years of age;
2. That he/she believes in and understands the obligations of an oath;
3. That he/she is submitting a bid as a “town based business”, pursuant to those conditions delineated in the Town of Wethersfield’s Ordinance Providing for Local Preference.

\_\_\_\_\_  
Name of Local Bidder  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Local Bidder