LEGAL NOTICE

The **Town of Ridgefield** invites all \tilde{a} \mathfrak{C}^{\wedge} \bullet \mathfrak{C}^{\wedge} a parties to submit sealed bids on the following:

BID DUE DATE: Jul^Æ€. 2025

BID DUE TIME: 11:00 am EST

BID ITEM: Üãå*^-28\|åÁÜ^&\^æaaaaaaaaaa } ÁÔ^\} c^\\ÁÚ[[|ÁÜ^&[ææaaaaaaaaaaaaa * ÁÁ

BID NUMBER: 26-0H

Terms and conditions as well as the description of items being bid are stated in the specifications. **Specifications may be obtained at the following address:**

Town of Ridgefield David McFate 400 Main Street Ridgefield, CT. 06877 203 - 431 – 2720

The return bid envelope must be marked and addressed to the following:

TOWN OF RIDGEFIELD PURCHASING AND FINANCE MANAGER BID NUMBER: 26-0' 400 MAIN STREET RIDGEFIELD, CT. 06877

Bids must be received no later than the date and time stated above at the Purchasing Director's office on the second floor or via email. For further information, please call David McFate at (203) 431-2720 or email at purchasing@ridgefieldct.gov

Results may be viewed at https://www.ridgefieldct.gov/node/24703 after the bid opening.

Ridgefield Recreation Center Pool Surface Recoat 195 Danbury Road, Ridgefield, CT

Project Scope of Services

Project Overview:

The Ridgefield Recreation Center is seeking qualified contractors to perform a surface recoating of its indoor swimming pool. The pool surface, approximately 6,222 sq. ft., currently features an INTER-GLASS® reinforced polymeric interior finish. This system includes resins and fabrics hand-applied to bond with the original pool shell, forming an integral part of the structure. The upcoming work is intended to recoat the existing INTER-GLASS® surface and restore its protective and aesthetic properties.

Scope of Work Includes:

1. Surface Preparation:

- Sanding: Mechanically sand the existing INTER-GLASS® surface to ensure proper adhesion of the new coating.
- o **Cleaning**: Remove dust, debris, oils, and contaminants from all pool surfaces.
- Power-Washing: Thoroughly power-wash all pool surfaces to remove loose material and open surface pores.
- Acid Wash: Apply a muriatic acid solution as needed to etch and clean the surface, enhancing adhesion.
- Rinse & Dry: Neutralize and rinse surfaces completely. Ensure the pool is fully dry before coating.

2. Recoating Application:

- o Apply two (2) coats of NPG-ISO Polyester Gelcoat (Flammable Red Label), in white.
- Each coat must be applied uniformly and in accordance with manufacturer specifications.
- o Ensure proper curing time between coats.

3. Additional Requirements:

- All work to be completed in accordance with manufacturer guidelines for INTER-GLASS® surfaces and gelcoat systems.
- Contractor shall provide all labor, materials, tools, and safety equipment necessary to complete the project.
- o Work area must be cleaned and restored to original condition upon project completion.

 Contractor must comply with all applicable OSHA and environmental regulations during surface preparation and coating application.

Project Timeline:

All work must be completed between **August 25 and September 8, 2025**. Contractor must ensure sufficient staffing and scheduling to complete the project within this timeframe. No extensions will be granted unless approved in writing due to documented unforeseen conditions.

Contractor Qualifications:

- Demonstrated experience recoating INTER-GLASS® or similar polymeric pool surfaces.
- References from at least three (3) comparable commercial pool projects completed within the last five years.
- Appropriate insurance and licensing required to operate in the State of Connecticut.

Warranty Requirements:

The contractor shall provide a **minimum 5-year warranty** on materials and workmanship, covering:

- Peeling, blistering, bubbling, cracking, or delamination of the gelcoat surface.
- Premature failure of bonding due to improper surface preparation or application.

Exclusions:

- Improper pool chemistry maintenance or water balance.
- Physical damage caused by misuse, vandalism, or mechanical equipment.
- Structural shifts or hydrostatic pressure not related to the recoating process.
- Neglect or improper care post-application.

A written warranty certificate must be submitted upon project completion.

Qualification Statement:

The contractor must be a qualified aquatics maintenance provider with demonstrated experience working specifically with INTER-GLASS® pool surfaces. Bidders shall submit a list of at least three (3) comparable projects completed within the last five (5) years that involved repair, resurfacing, or recoating of INTER-GLASS® pool interiors. Each reference should include project location, scope of work, completion date, and client contact information.

TOWN OF RIDGEFIELD CONNECTICUT

BOARD OF SELECTMEN

INSTRUCTIONS TO BIDDERS

- 1. Bids will be submitted in a sealed envelope plainly marked with bid number to identify this particular proposal. The Town of Ridgefield will also accept electronic submission of bids via email. Bids submitted by email must be sent to <u>purchasing@ridgefieldct.gov</u>. The time stamp of the hand delivery or email shall be on or before the bid due date. Only one method of submission is necessary.
- 2. Withdrawals of or amendments to bids received later than the time and date specified for bid opening will not be considered.
- 3. The Board of Selectmen of the Town of Ridgefield reserves the right to accept or reject any or all options, bids or proposals; to waive any technicality in any bid or part thereof, and to accept any bid deemed to be in the best interest of the Town of Ridgefield, Connecticut.
- 4. Bidders may be present at the opening of bids.
- 5. Bids may be held by the Town of Ridgefield for a period not to exceed sixty (60) days from the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders prior to the awarding of the contract.
- Insurance requirements: must be submitted with the bid. This includes any Hold Harmless requirements as well as Certificates of Insurance for the full amounts specified. Unauthorized changes to these forms, i.e. adding, striking out and/or changing any words, language or limits will cause the bidder to be disqualified.
 - a. Please Note: Prior to the start of work, the Town of Ridgefield and/ or the Board of Education shall be endorsed on the Contractor's policies of insurance as additional insured. The Contractor shall obtain a policy of insurance, with minimum limits of liability as specified containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Contractor shall obtain an

endorsement to said insurance policy stating that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town of Ridgefield and/or Board of Education is excess. The Contractor's insurance carrier will waive all rights of subrogation against the Town of Ridgefield and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Contractor shall furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences. Failure to do so will result in disqualification of the Bid. There will no exceptions.

- 7. Permits: It is the Contractor's responsibility to obtain any necessary permits prior to the start of construction. All work shall be completed in compliance with the latest edition of the prevailing fire prevention and building codes in effect in the State of Connecticut, the latest edition of the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction, Town of Ridgefield Road Construction Standards, or as set forth in these specifications. Any local (Town of Ridgefield) permits will have the permit fee waived.
- 8. <u>Emergency Work:</u> The Contractor shall file with the Engineer a telephone number of a person authorized by him who may he contacted regarding emergency work at the job site that may be required during non-working hours for reasons of public safety. The person shall be readily available and have full authority to deal with any emergency that may occur.
- 9. <u>Sales Tax</u>: In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.
- 10. <u>Contractor's Qualification Statement:</u> The Contractor's Qualification Statement must be filled out as part of the bid package and the experience and references listed therein will be one to the determining factors in the awarding of the bid.
- 11. <u>Hold Harmless Agreement:</u> In order for the bid to be considered valid, the Contractor <u>must</u> sign the enclosed hold harmless agreement. Bids submitted without the signed hold harmless agreement will be rejected.
- 12. **Prevailing Wage Rates:** This project **is not** subject to the State of Connecticut prevailing wage rate requirements.

- 13. <u>SBE/MBE and Contract Compliance Requirements:</u> This project is not subject to State of Connecticut SBE/MBE set aside and contract compliance requirements.
- 14. <u>Time of Completion:</u> All work must be completed between August 25 and September 8, 2025. Contractor must ensure sufficient staffing and scheduling to complete the project within this timeframe. No extensions will be granted unless approved in writing due to documented unforeseen conditions.
- 15. <u>Site Inspection:</u> Bidders are encouraged to familiarize themselves with the work site prior to bidding. Requests for site access shall be directed to Edward Gabbianelli, RRC Maintenance Supervisor, via email recinmaint@ridgefieldct.gov. General bidding and technical questions shall be directed to David McFate, Purchasing and Finance Manager, via email purchasing@ridgefieldct.gov.

16. Bid Schedule:

Pre-Bid Site Inspection – Verify an appointment via email RFI Requests Due - July 3, 2025 by 4:00PM RFI Responses Released- July 7, 2025 by 4:00PM July 10, 2025 at 11:00AM

- 18. <u>Bid Submissions:</u> The following items shall be submitted for a bid to be considered complete. At the Town's discretion bidders may be given 24 hours to correct deficiencies in items (b)-(e).
 - (a) Proposal on company letterhead
 - (b) Insurance certificates
 - (c) Hold Harmless Agreement
 - (d) Contractor's Qualification Statement
 - (e) Contractor's List of Subcontractors
- Requests for Information: Questions or requests for information must be submitted in writing. All questions or requests for information shall be submitted to David McFate, Purchasing and Finance Manager, at purchasing@ridgefieldct.gov. Deadline for Questions/RFI shall be 3 July NLT 4:00PM.

CONTRACTOR'S QUALIFICATION STATEMENT

List below references for similar projects, including all information requested. This page must be completed and submitted with the bid.

1. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
2. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
3. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
4. Client:		
Project Address:		
Approximate Value:	Date: Started	Completed
Contact: Name		Telephone
Company:	Bid Title.	·
Street:	Bid No.:	
City, State:	Telephone No.:	

CONTRACTOR'S LIST OF SUBCONTRACTORS

List below the subcontractors intended to be utilized for this project. This page must be completed and submitted with the bid.

General Contractor:	Bid Number:
Address:	
Phone Number:	

Firm	Address	Point of Contact Name	Point of Contact Number	Type of Work Performed

GENERAL CONDITIONS

1. CONTRACTOR'S UNDERSTANDING:

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

2. **DEFINITIONS**:

OWNER: The word "Owner" when it appears in

the Contract Documents shall mean The Town of Ridgefield, Connecticut.

ENGINEER: The word "Engineer" when it appears

in the contract Documents shall mean: Jacob Muller, Director of Facilities, or his specifically designated Agent.

<u>CONTRACTOR:</u> The word "Contractor" when it appears

in the Contract Documents shall mean the party to whom the Contract has been

awarded.

3. MATERIALS, APPLIANCES AND EMPLOYEES:

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times endorse strict discipline and good order among his employees, and shall not employ on the work any unfit person or any one not skilled in the work assigned to him.

4. PROTECTION OF WORK AND PROPERTY:

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, it so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

5. CHANGES IN THE WORK:

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency, endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless so ordered.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the Contract subsequently agreed upon.
- (c) By cost and percentage or by cost and a fixed fee.

If none of the above methods is agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case, and also under case (c), he shall keep and present in such form as the Engineer may direct, a correct account of the net cost of labor and materials, together with

vouchers. In any case, the Engineer shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the Engineer's estimate.

6. CLAIMS FOR EXTRA COST:

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this Contract, he shall give the Engineer written notice thereof within a reasonable time after the receipt of such instructions and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

7. SUSPENSION OF WORK:

The Owner may at any time suspend the work, or any part thereof by giving 24 hours notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the owner to the Contractor to do so. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this contract as a result of such suspension.

8. THE OWNER'S RIGHT TO DO WORK:

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the Owner, after three days written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

9. PAYMENTS WITHHELD:

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect him from loss on account of the following:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- (d) A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e) Damage to another Contractor.

When the above grounds are removed, payment shall be made for amount withheld because of them.

10. CONTRACTOR'S LIABILITY INSURANCE:

The Town of Ridgefield and/or the Board of Education shall be endorsed on the Contractor's policies of insurance as an additional insured as well as to the policies of insurance for any Sub-Contractor hired by the Contractor. The Contractor shall maintain a policy of insurance, with minimum limits of liability as shown in Appendix A - Insurance Requirements containing an endorsement that covers this agreement to indemnify, defend and hold harmless the Town/City and/or Board of Education or any of their officers, employees, agents, servants and volunteers. The Contractor shall obtain an endorsement to said policy of insurance that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the Town and/or Board of Education is excess. The Contractor's insurance carrier will waive all rights of subrogation against the Town of Ridgefield and/or Board of Education, and all of their respective officers, employees, agents, servants and volunteers. The Contractor shall furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

11. INDEMNITY:

The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of the said Contractor, his agents or employees, in the execution of the work or in the guarding of it.

The Contractor shall, and is hereby authorized to maintain and pay for such insurance, issued in the name of the Owner, as will protect the Owner from his contingent liability under this Contract, and the Owner's right to force against the Contractor any provision of this article shall be contingent upon the full compliance by the Owner with the terms of such insurance policy or policies, a copy of which shall be deposited with the Owner.

12. DAMAGES:

Any claim for damage arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and not later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

13. ASSIGNMENT:

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to or to become due to him hereunder, without the previous written consent of the Engineer.

14. ENGINEER'S STATUS:

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to GENERAL CONDITIONS

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reject all work and materials which do not conform to the Contract, to direct the application of forces to any portion of the work, as in his judgment is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

15. METHOD OF PAYMENT:

At the end of each calendar month, the Contractor shall submit to the Engineer a requisition for payment which requisition shall be based upon the actual amount of the work performed during the previous month. The requisition may include materials stored on the site but not installed. The Engineer shall, within ten (10) days, check the requisition against his review of the work which has been done and submit it to the Owner, a written statement as to the validity of the requisition. The Owner shall then pay to the Contractor one hundred percent (100%) of the amount stated in the Engineer's report. No payment shall be until the Contractor satisfied has all prevailing wage reporting requirements if prevailing wages are a part of this contract.

16. FINAL PAYMENT:

When the Contract has been completed, the Contractor shall notify the Engineer in writing. Upon receipt of this notification, the Engineer shall proceed to make final measurements of the work done under the provisions of this Contract. The Engineer shall then submit to the Owner a written statement setting forth these final measurements and the amount due the Contractor consistent with the unit prices and lump sum bid in the Proposal. The Owner shall within sixty (60) days pay to the Contractor this sum except that he may deduct any moneys which are to be retained under the terms of the Contract for repairs or otherwise.

Prior to the issuance of the final payment, the Contractor shall submit to the Engineer the attached Project Closeout Documents fully executed and notarized.

17. ORDER OF THE WORK:

The order of the work shall be subject to the approval of the Engineer in all cases. The Contractor may be required to submit a work schedule in writing to the Engineer for his approval.

18. (OMITTED)

19. PROTECTION TO PUBLIC:

The Contractor shall conduct the work in such a manner as to offer minimum disturbance to the traveling public. He shall not close off traffic without specific permission of the Engineer and shall provide flagmen if such becomes necessary, in the opinion of the Engineer. Proper barricades, lights, and other protective devices shall be supplied at the Contractor's expense and properly maintained during the entire course of the work.

20. GUARANTEE:

The Contractor guarantees that the work to be done under this Contract and the materials furnished by him and used in the construction of the project are free from defects or flaws. The guarantee is for a term of one (1) year from and after the date upon which the final estimate of the Engineer is formally approved by the party of the first part It is hereby agreed and understood that this guarantee shall not include any repairs made necessary by any cause or causes other than defective materials furnished by or defective work done by the Contractor.

21. RATE OF PROGRESS AND TIME OF COMPLETION:

The Contractor shall commence work within seven (7) days after receipt of the Notice to Proceed and, unless an extension of time shall be made in the manner herein provided, shall progress therewith to final completion within **sixty** (60) **consecutive calendar days** after receipt of the Notice to Proceed.

22. EXTENSION OF TIME:

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time specified, he has taken into consideration and made allowance for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials, workmen, or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the engineer, or earthquake, tornado, riot, insurrection of war, cyclone, abandonment of the work by the workmen engaged therein, through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or de default it of any other contractor of the town, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims notify the Engineer in writing, and thereupon, and otherwise, allowance, Contractor shall be allowed such additional time for the completion of the work, as the Engineer in his discretion shall award in writing, and his decision shall he final and conclusive upon the parties. Such additional time shall be the sole and exclusive remedy for any delay claimed by the Contractor.

23. SALES TAX:

In accordance with the provisions of Special Act No. 77-98, as amended, and Section 12-412(a) of the Connecticut General Statutes, sales of tangible personal property and services to the Town are not subject to the Connecticut Sales and Use Tax, and such tax shall not be included as part of the bid.

24. Termination of the Contract:

If the Owner fails to make payment thereon for a period of 30 days, the Contractor may, upon seven additional days written notice to the Owner,

terminate the Contract and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment tools, and construction equipment and machinery, including reasonable overhead, profit and damages applicable to the project.

If the contractor defaults or persistently fails or neglects to carry out the work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the cost thereof, including compensation for the Engineer's services and expenses made necessary thereby, from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and upon certification by the Engineer that sufficient cause exists to justify such action, the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. It the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, such excess shall be paid to the Contractor, but if such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

HOLD HARMLESS AGREEMENT

The undersigned covenants and agrees to and shall at all times indemnify, protect and save harmless the Town of Ridgefield from and against all costs or expenses resulting from any and all losses, damages, detriments, claims, demands, cost and charges including attorneys fees the Town of Ridgefield may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this Contract or any activities in connection with said Contract whether such losses and damages be suffered or sustained by the Town of Ridgefield directly or by its employees, licenses or invitees or be suffered or sustained by other persons or corporations who may seek to hold the Town of Ridgefield liable therefore.

The Contractor shall comply with the Provisions of the Immigration Reform and Control Act of 1986 effective and enforceable as of June 6, 1987 which Act makes unlawful the hiring for employment or subcontracting individuals failing to provide documentation of legal eligibility to work in the United States. The Contractor shall hold the Town of Ridgefield harmless for the failure of the Contractor to comply with the provisions of said Act.

IN WITNESS WHER	REOF, the parties here	eto have set their hand and seal this or
the	day of	
Signed, Sealed and	Delivered in the	Signed:
Presence of:		
Notary Public		

Purchasing Department, Town of Ridgefield,400 Main Street, Ridgefield,CT. 06877

203-431-2720 & purchasing@ridgefieldct.org

APPENDIX - INSURANCE REQUIREMENTS

Each bidder shall carry and maintain the following insurance coverage during the period of the contract: The Certificate of Insurance for the Limits of Liability stated below should be submitted with your bid to the Purchasing Department at Town Hall. Bidders may not perform any work until <u>all</u> insurance requirements are met.

- 1. Comprehensive General Liability Insurance as will protect him, the Town, and any subcontractor performing work covered by this Contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this Contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. Liability insurance shall include premises and operations, products, contractual, owners, and contractors protective. The minimum amounts of such insurance shall be as follows:
 - Bodily Injury Liability and Property Damage Liability:
 \$1,000,000 each occurrence.
 - The Town shall be named as an <u>Additional Insured</u>
 This MUST be stated explicitly on the Certificate or you will be disqualified
- 2. Worker's Compensation Insurance and Employer's Liability for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all employees of the later unless such employees are covered by the protection afforded by the Contractor.
 - Worker's Compensation and Employer Liability: Statutory Limits
- 3. Comprehensive Auto Liability Insurance:
 - Bodily Injury Insurance and Property Damage Insurance covering the operation of all Motor Vehicles owned, hired and/or non-owned by the Contractor, or used by the Contractor in the Prosecution of the work

under the Contract, shall be in the minimum of \$1,000,000 each occurrence.

All policies relating to this Contract shall be so written so that the Town shall be notified of cancellation or change at least thirty (30) days prior to the effective date for each policy and type of coverage except for nonpayment which shall be ten (10) days prior to the cancellation. Renewal certificate covering the renewal of all policies expiring during the life of the Contract shall be filed with the Town not less than ten (10) days before the expiration of such policies. Failure to due so will result in work stoppage and possible contract cancellation.

SPECIMEN CONTRACT

This Agreement ma	de as of the	day of	
the year	by and betwe	en the Town of Ridgefie	ld, 400 Main
Street, Ridgefield, C	Connecticut, (herei	in after called the Owner	r), and
			doing business at
		, (her	ein after called the
Contractor).			
Witnesseth that the covenants herein af		Contractor in consider e as follows:	ation of the mutual

Article 1. Work:

The contractor will perform all work as shown in the Contract Documents for the completion of the Project generally described as follows:

Ridgefield Recreation Center Pool Recoating Bid 26-03

The work to be done consists of the furnishing of all labor, materials, tools, and equipment necessary to complete the project as described in scope of work.

Article 2. Project Manager:

Dennis DiPinto, Director of Parks and Recreation, will act as the Project Manager in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time:

The work shall be completed between August 25 and September 8, 2025.

Article 4. Contract Price:

modifications as provided therein in current funds as follows:
the Project in accordance with the Contract Documents subject to adjustment by
The Owner will pay the Contractor for performance of the Work and completionof

Article 5. Progress and Final Payments:

The Owner will make progress payments on account of the Contract Price as provided in the General Conditions. Progress and final payments will be on the basis of the Contractor's application for payment as approved by the Engineer.

Article 6. Contract Documents:

The Contract Documents which comprise the contract between the Owner and the Contractor are attached hereto and made a part hereof and consist of the following: This agreement

- A. Exhibits to this Agreement
- B. Contractor's Bid and Bid Bonds
- C. Specifications
- D. Drawings as referenced by the Specifications or attached hereto
- E. Addenda numbers:
- F. Any modifications, including change orders, duly delivered after execution of this agreement.

Article 7. Miscellaneous:

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- B. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents and, specifically, the

- Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.
- C. The Owner and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect of all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contract Documents constitute the entire agreement between the Owner and the Contractor and may only be altered, amended or repealed by a duly executed written instrument.

In witness whereof, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

	Signed and sealed in
	the presence of:
	Town of Ridgefield
Ву	
Date	
	Contractor
_	
Ву	
D .	
Date	