

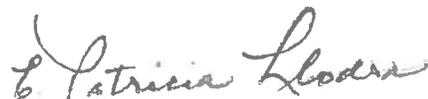
**TOWN OF NEWTOWN, CONNECTICUT**

**REQUEST FOR PROPOSAL**

Proposals will be received at the office of the Financial Director, 3 Primrose Street, Newtown, Connecticut 06470, until but no later than: **11:00 a.m., Friday, September 12, 2014:**

Covering: **DESIGN/BUILD TREADWELL PARK TENNIS COURT RENOVATIONS**  
**(Mandatory Pre-Proposal meeting: 9:30 am, Friday,**  
**September 5, 2014-Treadwell Park, 49 Philo Curtis**  
**Road, Sandy Hook, CT 06482)**

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown. The Town of Newtown is an Affirmative Action Employer - MBE/WBE are encouraged to bid. Plans and Specifications can be found on-line at: [www.newtown-ct.gov](http://www.newtown-ct.gov) under the Purchasing Dept.



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E. Patricia Llodra  
First Selectman



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Robert G. Tait  
Finance Director

**PURCHASING AUTHORITY**



## TOWN OF NEWTOWN PURCHASING AUTHORITY

### TOWN OF NEWTOWN, CONNECTICUT INSTRUCTIONS TO PROPOSERS

1. Submit proposals in a sealed envelope plainly marked to identify the particular proposal.
2. The Purchasing Authority of the Town of Newtown 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 Newtown, Connecticut.
3. Proposers may be present at the opening of the proposals.
4. Proposals may be held by the Town of Newtown for a period not to exceed thirty (60) days from the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposers prior to award.
5. It is the sole responsibility of the proposer to see that the proposal is in the hands of the proper authority prior to the proposal opening time.
6. The successful proposer may be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.
7. Bid Security when required must be by a **certified check, letter of credit or surety bond** for five percent (5%) of the total bid, payable to the Town of Newtown. Surety companies and banks must be satisfactory to the Town of Newtown.
8. Prior to awarding any contract exceeding \$25,000.00 for the construction, alterations or repair for any public building or public work, a labor and materialmen's bond must be furnished by the person to whom the contract is awarded.
9. Performance Bond when required must be by a **certified check, letter of credit or performance bond** for one hundred percent (100%) of the total bid. Surety companies and Banks must be satisfactory to the Town of Newtown.

## PART I – GENERAL

### 1.1 SUMMARY

1. Design and construction of 5 post tension concrete tennis / pickle ball courts at Treadwell Park in Newtown, Connecticut. Project shall include any additional geotechnical investigations, drawing and specifications prepared by a qualified engineer in the State of Connecticut for site preparation, base material preparation, concrete sidewalks, post tension concrete courts, concrete curing, sports surface coating and net post equipment installations.

The Town of Newtown is seeking to secure a highly qualified Firm to provide all the labor, materials, supplies, furnishings, services, shop drawings review, equipment, expertise and supervision to develop plans and specifications and construct post tension concrete tennis courts. The Contractor shall, at its expense, obtain any and all required permits, inspections, and testing as well as pay any fees required for the development of the Facility, to be located at Treadwell Park in Newtown, CT. The goal of this project is to provide a new tennis, pickle ball and associated practice facility at Treadwell Park using post tension concrete.

### 1.2 QUALITY ASSURANCE

2. Design/Build contractor qualifications shall include a minimum of 10 previous post-tension concrete sport courts in the Tri-State area.
3. Member in good standing of the ASBA ( American Sport Builders Association) and adhere to guidelines set forth by ASBA for the construction of tennis court facilities.
4. Certified Tennis Court Builder on permanent staff of bidding contractor / company
5. Bidding Contractor must have un-bonded level 1 certification from the Post Tensioning Institute for the installation of the post tensioning cables.
6. Contractor must have, or hire, a level 2 certified inspector from the post Tensioning institute for the inspection of the post tensioning cables prior to the placement of the concrete.
7. Contractor to provide a minimum of 5 different references from other cities where the same or similar scope of work was completed within the last three years and furnish references from at least three architects or Engineers indicating the contractor has completed similar contract work to the owner's satisfaction.
8. Contractor shall submit a preliminary schedule and sequence of work to demonstrate the contractor is capable of completing the work in a timely manner.
9. Contractor shall provide necessary bonds as specified
10. Design shall follow all USTA standards including, but not limited to dimensioning, court layout and slope.
11. Contractor shall coordinate with Fencing Contractor chosen by the Town to ensure uncompromised quality and timely completion of the overall project.
12. Provide an acrylic based sports surface suitable to be installed on top of concrete that does not require removal prior to recoating.
13. The work shall be conducted in a single phase with the only demobilization allowed during concrete curing.
14. Project shall be designed and constructed in a single prime design build contract.
15. Deliver, store and handle post-tensioning materials according to PTI's "Field Procedures manual for Unbonded Single Strand Tendons."
16. All tensioning equipment must be calibrated by an independent vendor prior to tensioning. Calibration records shall be part of submittals package.

### 1.3 EXISTING CONDITIONS

- 1 Existing fence to be removed by the Town.
2. Existing practice wall to be removed by the Town.
3. Base preparation of existing grass area in the northwest corner that will become "court 4" to be completed by the Town to the satisfaction of the bidder and compaction standards required by the bidders qualified professional engineer. Compaction testing of this area only to be done at the sole expense of the Town.

### 1.4 SCOPE

- 1 Acceptance of site and removals/preparations completed by the Town.
2. Preparation of all drawings and specifications sealed by a qualified professional engineer in the State of Connecticut including but not limited to Geotechnical Investigations, Site Plan, Layout drawings, Construction Details, Shop Drawings, test data and observations to construct five (5) post tension concrete tennis courts with surrounding reinforced perimeter curb that contain perimeter fence poles, and no less than 440 linear feet of 60" wide sidewalk.
3. The Scope of Work for the design and construction of this Project consists of the following components:
  - a. Construct a five court complex inclusive of a 60" pedestrian sidewalk in a single monolithic post tension concrete slab. Four new post tension concrete tennis courts (120' X 55' each) which will take the place of the existing asphalt courts. The northern most court will be removed by the Town. An additional fifth (35' X 60') practice/pickle ball court will be added perpendicular to the tennis batteries on the northwest end resulting in two batteries of two side by side tennis courts and one regulation pickle ball / practice court. Overall slab dimensions shall be no less than 28,500 square feet. The post tension slab shall be surrounded by a separate reinforced concrete curb which shall accommodate any perimeter fencing poles within five feet of the slab edges. Additionally a 60" wide X 6" thick concrete sidewalk, no less than 440 linear feet in length shall provide pedestrian access to all court entry points.
  - b. Fencing to be provided by others, however accommodations and engineering requirements shall be detailed in the engineer's specifications and construction details.
  - c. The Contractor shall be responsible for all Work, including but not limited to and only as approved by the Town, survey, additional geotechnical investigation, design, acquisition of all permits not already acquired by the town, any and all information required to secure permits acquired by the town, demolition, environmental compliance, paving, grading, drainage, and construction on or before the Project completion date ("Contract Time") set under the Contract. The Contractor will coordinate, among other things, all utility work, with other Town agencies and entities as required for the tennis court construction project.
  - d. After the contract is awarded the selected contractor shall provide a State of Connecticut licensed engineering drawing and specification for Post-Tension concrete system, reinforced concrete curbing perimeter and sidewalks with necessary Construction detail. Documents shall be referenced as exhibit to contract.
  - e. Certified Engineering Firm – The Contractor team must follow the engineering design and specifications approved by the Town. The design and specifications must be prepared by a Professional Engineer licensed in the state of CT with PTI Certification. The Professional Engineer shall inspect the work throughout the project.
  - f. The Contractor and Engineering Firm shall provide an electronic copy of the final approved Design Documents in both CADD and PDF formats and the specifications in Word format to the Town. The Design-Builder shall also provide an electronic copy and hard copy of the final as-built documents in both CADD and PDF formats and the specifications to the Town.
  - g. Contractor to provide complete set of specifications and stamped engineering drawings for the post tension concrete design prior to the start of any work. The post tension concrete slab should be designed with a residual compression in the center of the slab of 110 psi.

## 1.5 PRODUCTS

1. Surface Acrylic Coating shall be Prime Coating System or Novacrylic Novaplay Base and Novacrylic Novaplay, as manufactured by Nova Sports U.S.A Inc., 6 Industrial Rd, Bld 2, Milford, M,A 01757 or approved equal. All Coatings shall be 100% pure acrylic, containing no asphaltic emulsions, nor any vinyl, alkyd or nonacrylic resins. The color surface system shall be factory mixed in a ready to use format. All materials shall be delivered to the job site in sealed containers with the manufacturers label affixed. Novaplay Base Coat is a heavy duty ready to use 100% acrylic resurfacers or approved equal. Novaplay is a high performance 100% acrylic ready to use textured color surface or approved equal. Prime Coating System is a patented sports surface used for tennis courts, basketball courts, roller hockey and multiuse courts over post tension concrete slabs. The Prime Coating System combines state of the art polyurethane technology with state of the art acrylic technology. When the system is complete the post-tension concrete slabs are sealed, waterproofed and then finished with high strength acrylic color coats. This surface does not have to be removed prior to any re-coating.
2. The concrete primer and sealer is a one part, moisture curing, waterproof polyurethane mixed with texture or equal. Product specifications to be included in Engineered Drawing Specifications.
3. New Sleeved Net Posts, Winches, Nets, and Center Straps will be provided and installed for the tennis courts.
4. New Sleeved removable net posts with flush anchor caps, net and center strap will be provided and installed for the pickle ball court.

## 1.6 SUBMITTALS

1. Submit the shop drawings, product data, and samples specified below as a package to licensed engineer for final approval.
2. When there is a proposed deviation from the contract documents, submit the revised detail, labeled as such for approval by Engineer and by the Town. The revised detail shall show existing conditions and shall be referenced directly to the related details on the contract drawings.
3. Catalog sheets, specifications and installation instructions for each material specified.
4. Please provide a letter certifying that the applicator has been actively installing the Prime Coating System or Novacrylic System or product equal for a minimum of 3 years. Please provide the names and addresses of 3 previous projects. Include the type and size of each project, and the name and telephone number of a contact person at the project location. Please provide a letter certifying that the supervisor or foreman and the workers have at least 3 years experience in the application of the Prime Coating System / Novacrylic Surface or equal.
5. Stressing records: Submit same day as stressing operations occur.
6. Stressing equipment calibration records.

## 1.7 SAMPLES

1. Concrete Primer data sheets or approved equal.
2. Nova SportsUSA, NOVAPLAY data sheets or approved equal.
3. Prime Coating System data sheets or approved equal.
4. Color reference charts, of actual product, for surface color selection by the Town

## 1.8 DELIVERY STORAGE AND HANDLING

1. Deliver all materials to the site in the manufacturer's labeled unbroken containers.
2. Do not double stack pallets of concrete sealer or acrylic paint. Store all materials away from high heat, flames, and sparks. Do not let any material freeze.
3. Handle all materials in a manner to prevent damage. Mark and remove all damaged material from

the site.

#### 1.9 PROJECT CONDITIONS

1. Do not execute the work of this section unless the Town is present and has authorized work via a notice to proceed and a purchase order has been issued and a contract has been executed by all parties. Do not execute the work of this section unless the substrate is smooth dry, and free of all dirt, dust and debris. Unless approved otherwise by the Town do not execute the work of this section when the air or surface temperature is below 55 degrees F. Do not apply any materials in areas where dust is being generated from adjacent work areas. If necessary erect temporary dust barrier or screens to keep water out of the project area, clean and free of dust and debris.
2. Limit use of Project Site to areas allowed and indicated by the Town. Do not disturb areas in which the work is indicated.
3. Provide portable sanitary facilities for use by all construction personnel for the duration of the project.
4. Keep driveways, parking lots and entrances serving premises clear and available for use by the general public at all times. Do not use these areas, unless otherwise authorized, for parking or storage of materials.
5. Provide dumpster or means of waste disposal from site at all times. Stacking or accumulation of any waste generated is not permitted.

#### 2.0 WARRANTY, AND INSPECTION OF DEFECTS

1. 20 years from structural warranty for post tension concrete slab.
2. 10 year warranty for Acrylic Surface Coating System of the Prime Coating/Novacrylic or equal system.

#### 2.1 DESIRED ELEMENTS TO BE SPECIFIED BY ENGINEER

1. Vapor barrier minimum of 6mil poly in 2 directions, criss-cross pattern with a minimum 6" overlay.
2. Thickened edge on full perimeter of post tension slab.
3. Minimum of 5" of concrete with 2" of covering over cables.
4. Courts must slope on a true plane.
5. Net post footings shall be no less than 18" wide and 5" deep with sleeve, vapor barrier over footing, 2 layers of foam tape around sleeve to receive post tensioned concrete. Remove after curing and seal with caulk.
6. Center anchor posts shall be a minimum of 18' wide and 30" deep.
7. Pre-stress and post stress concrete as recommended by project engineer.
8. Net post 3" square.

#### NOTES

1. The location of all existing utilities shall be confirmed prior to beginning construction. Call "Call Before You Dig", 1-800-922-4455.
2. All Dimensions and Elevations shall be verified in the field prior to construction to ensure proper draining of court surfaces.
3. The Contractor shall be responsible for verifying utility locations in the field and taking all necessary steps to protect them from damage. Any utility that is damaged through the negligence of the contractor shall be repaired by the controlling utility company at the contractor's expense.
4. All disturbed areas shall receive a minimum of 6" topsoil and be seeded or sodded.
5. Any public or private property disturbed as a result of Construction operations shall be restored as quickly as possible to the satisfaction of the owner.

## STATEMENT OF QUALIFICATIONS CONTENT

The Statement of Qualifications itself shall be organized in the following format and information sequence:

- A. State full name and address of your organization. Include names of lead professional personnel, titles, qualifications, and departments to be assigned to the project.
- B. Provide a brief description of your firm, including qualifications, experience and depth of staff, and quality control. Identify special licensing or registrations held by professional(s) assigned responsibilities with a state, federal or other regulatory agencies particular to this work.
- C. Identify any awards the firm has received for court construction or related areas.
- D. Include a resume and list of those individuals who will act in a supervisory capacity to the Town.
- E. Provide a list of references including names, addresses, phone numbers, and contact person.
- F. Provide a projected timeline for the project.
- G. Include a signed copy of the Proposal Page.
- H. Provide a list of the firm's hourly rates for additional work, if needed. Out-of-pocket costs for any consulting services shall be included as part of the base fee. Examples of out-of-pocket costs include, but are not limited to, printing and mailing, meeting attendance, posting notices, travel costs, and any other expenses.
- I. Include any topics not covered in the Request for Proposal that you wish to disclose to the Town, which further describes your firm's level of qualifications for the proposed services.
- J. Disclose any pre-existing relationships with the Town or individuals involved in the proposed project.
- K. List any current or pending litigation against your firm. List investigations by any regulatory agency, if any, and provide a detailed explanation.
- L. Include signed copy of non-collusion statement. (Exhibit B)

Prior to the opening of Statements of Qualifications, respondents may correct, modify, or withdraw their submission. A respondent who wishes to withdraw a Request for Proposal, must make the request in writing to the Town. Any correction or modification to a submission must be submitted in writing and in a sealed envelope clearly identifying the envelope as being a correction or modification to the respondent's request for Proposal.

## BASIS FOR THE AWARD

The Town shall conduct a preliminary evaluation of all Requests for Proposals on the basis of the information provided with the submission, the ability of the respondent to perform, past performance, ability to meet time requirements, principals assigned to the project, technology capabilities, and an understanding of the work to be performed and the needs of the Town.

Each submission will be evaluated in accordance with the criteria set forth below:

- A. Experience and activity of the personnel to be assigned in similar municipal projects.
- B. Approach of the work and expertise in post tension concrete sports courts.
- C. Statement of fees and costs.

## SUBMISSION OF REQUESTS FOR PROPOSAL

Each respondent must submit 3 copies in a sealed envelope bearing on the outside the name of the firm, full address, name of the project for which the request for Proposal is submitted and date and time submission is due. If forwarded by mail, the sealed envelope containing the request for Proposal must be enclosed in another envelope addressed to:

Finance Department  
Town of Newtown  
3 Primrose Street  
Newtown, CT 06470

Envelopes should be marked: "REQUESTS FOR PROPOSAL, TREADWELL PARK TENNIS COURT RENOVATIONS"

These Requests for Proposals must be received by the Town no later than **11:00 AM, on September 12, 2014**. Submissions received after the date and time prescribed will not be considered and will be returned to the respondent.

A mandatory walk-through of the proposed remediation area will be held at 10:00 A.M., on Thursday September 5, 2014. The walk-through meeting will be at the site, Treadwell Memorial Park, 47-49 Philo Curtis Rd., Sandy Hook CT 06482

## AWARD

The Town of Newtown, Connecticut reserves the right to accept or reject any Requests for Proposals to best serve its interest, or to hold the Statements for ninety (90) days before rendering a decision. Acceptance of any firm's response does not place the Town under any obligation to accept the lowest or any response.

## CONTRACT PERIOD

The agreement for Design/Build services shall become effective immediately upon execution of an agreement by all parties and shall remain in effect as defined in the final contract.

## COMPENSATION

The selected company shall agree to provide an itemized billing based on the agreed upon fee schedule. If applicable Connecticut's prevailing wage law is codified in Connecticut General Statutes Section Section 31-53 and 31-53a. The

law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

### TERMINATION

Following implementation, should the First Selectman find that the company has failed in any material respect to perform its agreed upon obligation under the agreement; the agreement shall be canceled by the Town as being in the best interest of the Town. In the event of termination of this agreement as a result of a breach by contractor hereunder, the Town 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 Request for Proposal or call for new submissions and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including, but not limited to, extra costs required under the new agreement of similar services.

### INDEMNIFICATION

To the fullest extent permitted by law, the Respondent, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the Town of Newtown, Connecticut, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any negligent act, error, or omission of the Respondent during the Respondent's performance of the Agreement or any other agreements of the Respondent entered into by reason thereof. The Respondent shall indemnify and defend the Town of Newtown, Connecticut, including, but not limited to, its 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 Respondent, 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. Any other portions of the Agreement relating to insurance requirements shall not affect this indemnification. The Respondent agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

### INSURANCE

Before execution of the Contract, the Respondent will be required to file with the Town of Newtown a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Town, shall name the Town of Newtown as an additional insured party on the form furnished with these specifications.

- a. Workmen's Compensation Insurance: With respect to all operations the Respondent performs and all those performed for it by subcontractors, the Respondent shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.
- b. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$1,500,000 for all damages during the policy period.
- c. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for accident or occurrence in the amount of \$500,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$1,000,000.
- d. Town of Newtown: With respect to the project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry for and on behalf of the Town Newtown, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per

accident or occurrence, the policy shall provide a total or aggregate coverage of \$1,500,000 for all damages during the policy period.

- e. Termination or change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Town of Newtown by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.
- f. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the Town of Newtown against all damages, even if groundless.
- g. Compensation: There shall be no direct compensation allowed the Respondent on account of any premium or other change necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.
- h. Professional Liability Insurance. With respect to the project operations the Respondent performs and also those performed for it by subcontractors, the Respondent shall carry regular Professional Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide at total or aggregate coverage of \$2,000,000 for all damages during the policy period.

The Respondent shall pay on behalf of or indemnify and hold harmless the Town, its employees, officers, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs (including attorneys fees and court costs, whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities which may arise out of any actual or alleged negligent act, error, omission, or default of the Respondent (or Respondent's officers, employees, agents, volunteers and subcontractors, if any) performance or failure to perform under the terms of this contract. This indemnification and hold harmless agreement shall survive the termination or expiration of this agreement.

### BONDS

The Construction portion of this project will require a five percent (5%) bid security.

The Construction company awarded the project will be required to post a one hundred percent (100%) Performance & Employee and Materialmen Bond which is the financial obligation of the contractor.

### CONFLICT OF INTEREST

Explain in detail any existing or potential conflict of interest that would be created by your firm's representation of the Town of Newtown.

### PENDING OR EXISTING LITIGATION OR INVESTIGATIONS

Are there any current or pending litigation against your firm? Are there any investigations by any regulatory agency? If yes, provide a detailed explanation.

### EQUAL OPPORTUNITY- AFFIRMATIVE ACTION

The successful contractor shall comply in all aspects with the Equal Employment Opportunity Act. Each contractor with fifteen (15) or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin, or age, and which specifies goals and target dates to assure the implementation of equal employment. Each contractor with fewer than fifteen (15) employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin, or age. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

CONTACT FOR TECHNICAL OR CONTRACTUAL MATTERS

The person to contact concerning technical information pertaining to this Request for Proposal is:

Name: Carl Samuelson  
Title: Assistant Director, Parks  
Phone: 203-948-2523  
Email: carl.samuelson@newtown-ct.gov

INCORPORATION INTO CONTRACT

The provisions of this Request for Proposal, associated qualifications, and the successful Respondent's Proposal, will be incorporated into the final Contract between the parties. The basis for the contract and general conditions to be executed by the parties shall be the specifications herein and any such amendments as the parties hereto may agree.

\_\_\_\_\_  
*Name / Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Phone / Fax*

\_\_\_\_\_  
*City / State / Zip*

\_\_\_\_\_  
*e-Mail*

Exhibit B

THE TOWN OF NEWTOWN, CONNECTICUT  
REQUEST FOR PROPOSAL TREADWELL PARK TENNIS COURTS

Non-Collusion Statement

The undersigned is familiar with the conditions surrounding this Request For Proposal, is aware that the Town reserves the right to reject any and all submissions, and is submitting this Proposal without collusion with any other person, individual or corporation.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*Company*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Telephone No.*

\_\_\_\_\_  
*City / State / Zip*

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*Date Signed*