



Town of Summerville

TENNIS COURT REPAIR & RESURFACING SPECIFICATIONS

Town of Summerville
Parks & Recreation Department
Final Bid Copy - A

Prepared by Doyle Best
Parks & Recreation Manager

CALL FOR BID

Sealed bids proposals will be received by the Town of Summerville until 1:00 pm on Wednesday, July 30, 2014, at which time the sealed bids will be publicly opened and read. Opening will be held in the 2nd floor training room located at Summerville Town Hall Administrative Offices Building, 200 S. Main St. Summerville, SC 29483

There will be a **MANDATORY** pre-bid meeting held at 11:00 AM on Tuesday, July 22, 2014. Prospective bidders shall meet at Azalea Park Tennis Courts located at 105 West 5th South Street. Bidders will proceed from there to Saul Alexander Playground Tennis Courts located at 615 South Laurel Street.

Bids will be for the purpose of repairing and resurfacing four (4) tennis courts owned and operated by the Town of Summerville. A copy of the instructions to bidders and specifications are included in this package.

The Town of Summerville reserves the right to reject any and all bids, to waive all formalities and to award the contract, as it appears to be in the best interest of the Town of Summerville. The right is also reserved to hold any and all bids for a period not exceeding sixty days (60) days from the opening thereof.

Questions concerning the enclosed specifications may be directed to:

Doyle Best, Manager
Town of Summerville
Parks & Recreation
(843)851-5211

All bids must be sealed and submitted to:

Doyle Best
Town of Summerville
200 South Main Street
Summerville, SC 29483

With the package marked as **"TENNIS COURT REPAIR & RESURFACING."**

GENERAL PROVISIONS/INSTRUCTIONS TO BIDDERS

1. Bids, amendments or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the Bidder's sole responsibility to ensure that all required bid documents are received by the Town at the time indicated in this solicitation document. Any withdrawal request received after the time of bid opening must have proper approval of the Town Engineer and Purchasing Agent.
2. Bidders must clearly mark as "**Confidential**" each part of their bid which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The Town reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the Town, or its agents, for its determination in this regard.
3. By submission of a bid, the Bidder guarantees that all goods and services meet the requirements of the solicitation during the contract period.
4. The Town reserves the right to award this solicitation by line item, by lot or by total using the award method that is in the best interest of the Town, unless stated otherwise elsewhere in this solicitation.
5. All amendments to and interpretations of this solicitation shall be in writing and issued by the Parks & Recreation Manager and/or Purchasing Agent. The Town shall not be legally bound by any amendment or interpretation that is not in writing.
6. All Addendum and Award Notices will be posted on the Town's website: www.summerville.sc.us, under the Formal Sealed Bids/Proposal/Quotes menu.
7. Drug Free Workplace: (Note: This clause applies to any resultant contract of \$50,000.00 or more.) The State of South Carolina has amended Title 44, Code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug Free Workplace Act. (See Act. No. 593, 1990 Acts and Joint Resolutions). By submission of a signed solicitation, you are certifying that you will comply with this act. (See Section 44-107-30).

8. This solicitation is intended to promote full and open competition. If any language, specifications, terms and conditions or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested Bidder to notify the Town, in writing, no later than five (5) business days prior to the scheduled due date and time.
9. The Town reserves the right to waive any Instruction to Bidders, General or Special Provisions, General or Special Conditions or specifications deviation if deemed to be in the best interest of the Town.
11. Default: In case of default by the Contractor, the Town reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.
12. Price Condition: All prices shall be firm-fixed type, unless stated otherwise. Also, all submitted responses shall remain effective for a minimum period of ninety (90) calendar days.
13. Response Form: All responses shall be printed in ink or typewritten. When required, additional pages may be attached.

A "No Response" qualifies as a response; however, it is the responsibility of the Bidder to notify the Purchasing Agent if he receives solicitations that do not apply.

14. Response Period: All responses shall be good for a minimum period of sixty(60) calendar days.
15. Response Withdrawal: Any responses may be withdrawn prior to the established closing date and time, but not thereafter, without proper approval from the Town Engineer and Purchasing Agent.
16. Bidders' Qualifications: The Town reserves the right to request satisfactory evidence of the Bidder's ability to furnish services in accordance with the terms and conditions listed herein. The Town further reserves the right to make the final determination as to the Bidder's ability to provide said services.
17. Insurance Requirements: The Contractor shall not commence work under this bid until he has obtained all insurance listed within this section and the designated Town Official and Town Attorney have approved such insurance

coverage. Insurance certificates are required from the General Contractor, service providers and all subcontractors performing work on the project.

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide and maintain during the life of this contract, the statutory Workers Compensation Insurance of \$1,000,000 as required by all applicable Federal, State, Maritime or other laws including Employers Liability for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Statutory Workmen's Compensation and Employer's Liability Insurance of \$1,000,000 for all of the latter's employees to be engaged in such work. The requirements for Worker's Compensation Insurance coverage will not be waived.

LIABILITY INSURANCE: The Contractor shall provide and maintain during the performance of work under this Bid, General Liability and Property Damage insurance in the following amounts, to protect himself, his agents and his employees from claims for damage for personal injury, including wrongful and accidental death and property damage which may arise from operations under this bid, whether such operations be performed by himself or his employees.

GENERAL LIABILITY \$1,000,000/Person and \$1,000,000/Occurrence

PROPERTY DAMAGE \$1,000,000/Occurrence

AGGREGATE \$2,000,000

COMPREHENSIVE AUTOMOBILE LIABILITY. The Contractor shall provide and maintain during the performance of work under this bid, Comprehensive Automobile Liability Insurance, including protection for liability arising out of owned, non-owned and hired vehicles. The policy

shall be extended to provide contractual coverage for the Hold Harmless Agreement, which is part of these Instructions to Bidders. The limits of liability shall be as follows:

BODILY INJURY \$1,000,000 Per Person/\$1,000,000 Each Occurrence

PROPERTY DAMAGE \$1,000,000 each Occurrence

EXCESS OR UMBRELLA LIABILITY with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Said insurance shall be written by a company or companies approved to do business in the state of South Carolina and acceptable to the Town. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the Town.

The Town, its officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the contract; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officials, employees or volunteers and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the Town may possess.

Each insurance required by the Town shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party or reduced in coverage or in limits, except after thirty (30) days prior written notice has been given to the Town.

All certificates and endorsements must be received and approved by the Town within five (5) days after notification of the project award. It is required that the Town's Purchasing Agent receives an **original** certificate of insurance. Faxed copies are not acceptable. If you have any questions, please call 843-851-4205.

The Town shall withhold payments to the Contractor if the required certificates of insurance and endorsements are canceled or if the Contractor otherwise ceases to be insured as required herein.

18. Town Business License: The successful Contractor and any subcontractors, prior to execution of the contract, must possess or obtain a Town Business License. Such license must be maintained throughout the duration of the contract. Contact Marion Falcon at (843) 851-4215 to determine the exact amount or to ask other pertinent questions regarding doing business within the Town.
19. Bidders' Responsibility: Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions relevant to the execution of the work outlined in this bid solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the awarded contract.

20. Exceptions and Deviations: Any bid that does not meet the specifications and design criteria must be accompanied by documentation identifying and justifying all exceptions and deviations.
21. Governing Laws: The laws of South Carolina shall govern this Agreement. All litigation arising under said Agreement shall be litigated only in a Circuit court for the First Judicial Circuit of Dorchester County, St. George, South Carolina. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.
22. 7 % S. C. Sales Tax: Shall be added to the purchase order resulting from this solicitation. However, lump sum bid responses shall **include** all applicable taxes as a separate line item.
23. Prompt Payment Discount Terms: Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
24. "Or Approved Equal": Certain processes, types of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade/brand names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the words "or approved equal". Such method of description is intended merely as a means of establishing a standard of comparability. However, the Town reserves the right to select the items that, in its judgment, are best suited to its needs based on price, quality, service, availability and other relative factors. Bidders must indicate brand name, model, model number, size, type, weight, color, etc. of the item bid if not exactly the same as the item specified. The Vendor's stock number or catalog number is not sufficient to meet this requirement.
25. Award Process: The Town shall select the most competitive response on the terms which are considered to be most advantageous for the Town. However, final approval may rest with members of Town Council.
26. Rejection: The Town of Summerville reserves the right to reject any bid that contains prices for individual items or services that are unreasonable when compared with the same or other bids if such action is in the best interest of the Town.
27. Correction of Errors on This Bid Form: All prices and notations should be printed in ink or typewritten. Errors should be crossed out and any corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after the specified time for bid opening.
28. Non-Appropriation: If Summerville Town Council fails to appropriate or authorize the expenditure of sufficient funds to provide for the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduces the funds appropriated or authorized in such amounts as

to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to the Town.

29. Force Majure: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor and without excess costs for failure to perform, unless the supplies or services to be furnished by the Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
30. Arbitration: Under no circumstances and with no exception will the Town act as an Arbitrator between the Contractor and any Sub-Contractor.
31. Indemnification: The Town, its officials and employees shall be held harmless from liability from any claims, damages and actions of any nature arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the Town or failure of the Town to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the Contractor's bid.
32. Guarantee: The Vendor/Contractor shall state his normal warranty and any extended warranties where available.
33. Save Harmless: (This General Condition **Does Not** Apply to Solicitations for Service Requirements). The successful bidder shall indemnify and save harmless the Town and its officials and employees from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright. The Bidder shall have no liability to the Town if such patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the Bidder by the Town.
34. Publicity Releases: The Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the Town.
35. Quality of Products: (This General Condition **Does Not** Apply to Solicitations for Printing or Service Requirements). Unless otherwise indicated in this bid it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging.

36. S.C. Law Clause: Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful bidder from requirements that it be authorized and/or licensed to do business in this state, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.
37. Termination: Subject to the provision below, the contract may be terminated for any reason by the Town, provided a thirty (30) day advance notice in writing is given to the Contractor.
- a. Termination For Convenience: In the event that this contract is terminated or cancelled upon request and for the convenience of the Town without the required thirty (30) days advance written notice, then the Town may negotiate reasonable termination costs, if applicable.
- b. Termination For Cause: Termination by the Town for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provisions; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply. (See General Provisions #1 - Default)
38. Assignment: No contract or its provisions may be assigned, sublet or transferred without the written consent of authorized Town officials or employees.
39. Item Substitution: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). No substitutes will be allowed on an issued purchase order without permission from the Town.
40. Restriction/Limitations: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
41. Purchases From Other Sources: (This General Condition **Does Not** Apply To Solicitations For Printing or Service Requirements). The Town reserves the right to bid separately any unusual requirements or large quantities of the items specified in the proposed contract.
42. Gratuities and Kickbacks
- a. Gratuities: It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or

an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks: It shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor or order.

Intent

The intent of these specifications is to cover the requirements of **tennis court repair and resurfacing**.

Each bidder must check either "Yes" or "No" for each section. If "Yes" is checked, bidder will be expected to supply exactly what is described. If "No" is checked, please provide a detail explanation of the deviation, no matter how minor it may be. If the bidder fails to respond either "Yes" or "No", the bid will be rejected for non-compliance.

The Town of Summerville reserves the right to reject any and all bids, to waive all formalities and to award the contract, as it appears to be in the best interest of the Town of Summerville. The right is also reserved to hold any and all bids for a period not exceeding sixty days (60) days from the opening thereof.

All bidders must show proof of liability insurance of one million dollars at time of bid, including workers compensation coverage.

TENNIS COURT REPAIR & RESURFACING
SPECIFICATIONS SHEET

TENNIS COURT SUMMARY:

Bidder agrees to repair and resurface four (4) tennis courts at the following locations:

- | | | | |
|-----------------|---|------------------------------|-----------------------------|
| Two (2) Courts: | Azalea Park
105 West 5 th South Street
Summerville, SC 29483 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| Two (2) Courts: | Saul Alexander Playground
615 South Laurel Street
Summerville, SC 29483 | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

SURFACE PREPARATION

- | | | | |
|----|--|------------------------------|-----------------------------|
| 1) | Contractor shall clean, scrape, and power wash courts to ensure removal of debris. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2) | Low areas shall be filled in an attempt to minimize standing water. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

CRACK REPAIR

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1) | Structural cracks on courts shall be cleaned and repaired using ARMOR® repair system (www.armorcrack.com). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2) | An alternative repair system <i>may</i> be accepted, so long as staff deems it to be comparable. Simply filling the cracks with adhesive crack filler and/or covering with fiberglass tape will NOT be accepted. If alternative repair system is recommended, contractor must supply name of repair system and no fewer than five (5) references. | | |

Alternative repair system recommended? Yes No

Name of alternative: _____
(Please include list of references with current contact information on separate sheet).

COURT SURFACING

- | | | | |
|----|--|------------------------------|-----------------------------|
| 1) | Sand-filled acrylic resurfacing material shall be applied over entire court area in two (2) layers. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2) | Sand-filled color coatings shall be applied in two (2) colors, in two (2) layers over entire court area (Town shall choose colors). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3) | Courts shall be lined to USTA standards with one (1) undercoating and two (2) white coatings. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4) | Courts shall also be lined to USTA standards for 10 & Under Tennis (36' and 60' lines) in a contrasting color to court color (Town shall choose colors). | | |

WARRANTY

- | | | | |
|----|--|------------------------------|-----------------------------|
| 1) | Bidder shall warrant color coating and lines for the period of one (1) year from date of completion from any peeling, bubbling, or delamination. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|----|--|------------------------------|-----------------------------|

TENNIS COURT REPAIR & RESURFACING
BID WORKSHEET

Turn-key price for all four (4) courts: _____

Date available to begin work: _____

Bid submitted by: _____

Name of Company

Street Address

City, State, ZIP

Telephone Number

Authorized Signature of Bidder

Printed Name of Above Individual

Date

BID EVALUATION

Bids will be evaluated using the following criteria:

- * Cost of bid
- * Compliance with our specifications
- * Available start date
- * Prior experience with contractor

INFORMATION

Any questions concerning the above specifications contact:

Doyle Best

Parks & Recreation Manager

Phone: 843-851-5211

E-mail: dbest@summerville.sc.gov