



**INVITATION TO BID**

**FOR**

**ROWAN COUNTY**

**TENNIS COURT RECONSTRUCTION**

**# 2023-002a**

**ROWAN COUNTY**

130 West Innes Street

Salisbury, NC 28144

704-216-8174

[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)

Date Issued: Wednesday, August 17, 2022

Date Due: Thursday, August 25, 2022, at 3:00 PM ET

Administered By: Anna Bumgarner, Finance Director

## NOTICE TO BIDDERS

### INVITATION TO BID

#### TENNIS COURT RECONSTRUCTION – ELLIS PARK

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of two (2) all-weather tennis courts. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Invitation to Bid (ITP).

**Bids for the Rowan County Tennis Court Reconstruction will be accepted until August 25, 2022, at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director or from the County website at:

Rowan County Purchasing Department  
Attn: Purchasing Department  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8174  
[anna.bumgarner@rowancountync.gov](mailto:anna.bumgarner@rowancountync.gov)  
<https://www.rowancountync.gov/675/Purchasing>

Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Department. Any contact related to the ITB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the bid package.

This is the 17th day of August 2022.

Rowan County

By: Anna Bumgarner  
Rowan County Finance Director

**Intent of Request for Bids**

The purpose and intent of this Invitation to Bid (ITB) is to contract for the reconstruction of two (2) all-weather tennis hard courts at Ellis Park. The Bidder must be a licensed general contractor in North Carolina. The following documents make up this Request for Bids:

- a. This Document
- b. Scope of Work
- c. Bidder Information Sheet
- d. Bid Response Form

**Important Dates**

Issue Date:	Wednesday, August 17, 2022
Deadline for written questions:	Friday, August 19, 2022, at 5:00 PM ET
Deadline for Submitting Bids:	Thursday, August 25, 2022, at 3:00 PM ET

**Submission of Bids**

Bids must be presented on the **Bid Response Form** attached to the specifications in a sealed envelope and mailed or delivered to:

Rowan County Purchasing Department  
Attn: Purchasing Department  
130 West Innes Street, Suite 31  
Salisbury, NC 28144

The package shall be sealed and plainly marked **"ITB 2023-002a Tennis Court Reconstruction"**.

Bidders must submit one original sealed bid and one copy.

No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Sealed Bids are due on Thursday, August 25, 2022, at 3:00 PM ET in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

### **Request for Clarification**

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this ITB. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Friday, August 19, 2022. These written questions or requests must be submitted to Anna Bumgarner, Finance Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addenda will be posted on the County website <https://www.rowancountync.gov/675/Purchasing> and it is the responsibility of the Bidder to check for any addenda. All addenda will be posted by 5pm Monday, August 22, 2022.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

### **Signed Bid Considered an Offer**

Receipt of a signed bid shall be considered an offer on the part of the Bidder. The terms, conditions and specifications of this ITB will become part of the contract if the bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

### **Timeline to Execute Contract**

As time is of the essence, the Bidder is required to begin and/or commence the work to be performed under this contract within the time specified on the Bid Form. Failure by the Bidder to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Bidder hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the County and said charges shall be deducted from payment.

### **Availability of Funds**

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

### **Non-Discrimination**

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

### **Insurance Coverage**

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

#### **WORKER'S COMPENSATION**

Worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

#### **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, **and name the County as an additional insured.**

This coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

#### **COMPREHENSIVE AUTOMOBILE LIABILITY**

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Any exceptions must be agreed upon by the County.

### **Collusive Bidding**

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

### **General Indemnity**

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

### **Assignment**

The successful Bidder shall be the prime Contractor and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

### **Conflict of Interest**

All Bidders must disclose in writing with their bid the name of any owner, officer, director or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

### **Errors and Omissions**

The Bidder shall not take advantage of any errors or omissions in this ITB, and shall promptly notify the County of any omissions or errors found in this document.

### **Award Criteria**

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

**Liquidated Damages**

Liquidated Damages shall be assessed and levied against each Prime Contractor not attaining substantial completion of the contractual work in the amount of time indicated in their response. The damage amount applicable to each Contractor shall be as listed below and shall begin the day following the scheduled date of substantial completion (plus any written, approved extensions) and continue until final acceptance is obtained.

Each day following the intended substantial completion date for work not found substantially complete will be subject to damage assessment at the following rate:

\$150.00 per calendar day

**Pricing**

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

**Required Information**

The following information must be included in the bid:

- a. Applicable licensure with North Carolina. (Bidder Information Sheet)
- b. Warranty on above work. (Bid Response Form)
- c. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)
- d. Include Cost plus 10% Contingency. (Bid Response Form)
- e. Proposed days to complete (Bid Response Form)

## SCOPE OF WORK

Rowan County is seeking the reconstruction of two (2) all-weather tennis courts at Ellis Park located at 3541 Old Mocksville Road, Salisbury, NC 28144.

Rowan County requests bids to provide the necessary materials, labor, equipment, and supervision to provide demo, site prep, asphalt base and any other identified components required to provide a complete and finished project.

The reconstruction of two all-weather tennis courts with the approximate overall dimensions of 108'x 120', into one (1) tennis court, two (2) pickleball courts and (1) shuffleboard court.

Site preparation:

1. Demo fencing, post, old lighting, asphalt surface, net post footings, center strap anchors and haul away.
2. Verify the existing slope of courts is a minimum of .83%.

Reconstruction:

3. Add ABC stone laser grade and compact stone base.
4. Install and compact hot-mix asphalt, Type S9.5B, to a compacted thickness of 3" in two (2) 1 ½ lifts.

Fencing:

5. Install a full perimeter ten-foot-high black vinyl coated galvanized chain link fence system. 9-gauge vinyl coated fabric, 1-3/4 mesh, 3" OD terminal post, 2-1/2 OD line post, 1-5/8 top rail, 6 gauge bottom tension wire, corner braces and all hardware. Post to be black and top rail. 2 single leaf gates (4x7) with transoms. Install approximately 152 linear feet of four-foot-high fence conversation of one tennis court into two pickleball courts.

Surface System and Accessories:

6. Provide and install net post foundations (24" dia. X 36" deep- bell shaped) and center strap anchors in concrete. Net post to be sleeved in PVC pipe.
7. After asphalt has cured, patch depressions/ birdbaths holding more than 1/16" of water with acrylic patching material.
8. Apply two coats of acrylic resurface according to manufactures directions.
9. Apply one sand filled coat and one finish coat of Laykold Colorcoat (or equal) according to manufactures directions.

Color: Centers- Dark Blue                      Borders- Medium Green

10. Layout, mask, and paint lines (2") with white acrylic line paint to conform with USTA and USAPA specifications. Lines to be sealed with line primer prior to application of line paint.



**BIDDER INFORMATION SHEET**

1. COMPANY NAME \_\_\_\_\_
2. OWNER OF COMPANY \_\_\_\_\_
3. COMPANY ADDRESS \_\_\_\_\_
4. NUMBER OF YEARS IN BUSINESS \_\_\_\_\_
5. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS \_\_\_\_\_
6. GENERAL CONTRACTORS LICENSE NUMBER \_\_\_\_\_
7. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE  
CONTRACT? \_\_\_\_\_  
TELEPHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

**BID RESPONSE FORM**

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: \_\_\_\_\_ dated \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Warranty on work: \_\_\_\_\_

Days to complete: \_\_\_\_\_

Total Cost: \_\_\_\_\_

Contingency 10%: \_\_\_\_\_

Total Cost with Contingency: \_\_\_\_\_