



**INVITATION TO BID
FOR
ROWAN COUNTY**

**Dan Nicholas Park – Tennis/Pickleball Court Reconstruction
2024-005**

ROWAN COUNTY
130 West Innes Street
Salisbury, NC 28144
704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Sunday, August 13, 2023

Date Due: Wednesday, September 6, 2023, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO BIDDERS

INVITATION TO BID

DAN NICHOLAS PARK – TENNIS/PICKLEBALL COURT RECONSTRUCTION

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. Specific bidding instructions and clarification will be provided at the pre-bid meeting. All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this Invitation to Bid (ITB).

Bids for Rowan County Dan Nicholas Park – Tennis/Pickleball Court Reconstruction will be accepted until September 6, 2023, 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: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
704-216-8178
jody.farrow-bennett@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.

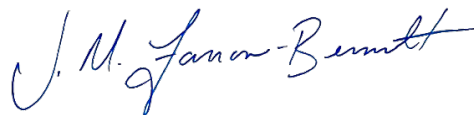
Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Director. Any contact related to the ITB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

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 13th day of August 2023.

Rowan County



By: Jody Farrow-Bennett
Rowan County Director of Purchasing
and Contract Administration

Table of Contents

Instructions to Bidders	4
1. Section 1: Introduction & General Instructions.....	4
1.1. Intent of Request for Bids.....	4
1.2. Important Dates.....	4
1.2.1. Issue Date	
1.2.2. Pre-Bid Meeting	
1.2.3. Deadline for Written Questions	
1.2.4. Deadline for Submitting Bids	
1.3. Pre-Bid Meeting.....	4
2. Section 2: Bid Submission.....	4
2.1. Submission of Bids.....	4
2.2. Request for Clarification	5
2.3. Errors & Omissions	5
2.4. Signed Bid Considered an Offer.....	5
2.5. Insurance Coverage	5
2.5.1. Worker's Compensation	
2.5.2. Comprehensive General Liability	
2.5.3. Comprehensive Automobile Liability	
2.6. Conflict of Interest.....	6
3. Section 3: Evaluation of Bids	6
3.1. Award Criteria.....	6
3.2. Liquidated Damages	6
3.3. Pricing	6
3.4. Required Information	6
4. Section 4: Agreement & General Conditions	6
4.1. Timeline to Execute Contract	6
4.2. Availability of Funds.....	7
4.2.1. Federal Funds.....	7
4.3. Non-Discrimination.....	7
4.4. Collusive Bidding.....	7
4.5. General Indemnity.....	7
4.6. Warranty	8
4.7. Assignment.....	8
4.8. References.....	8
4.9. Termination	8
Scope of Work	9
Bidder Information Sheet.....	10
Bid Response Form.....	11

1. Section 1: Introduction & General Instructions

1.1. Intent of Request for Bids

The purpose and intent of this Invitation to Bid (ITB) is to contract for the reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court at Dan Nicholas 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

1.2. Important Dates

- | | |
|----------------------------------------|---------------------------------------------|
| 1.2.1. Issue Date: | Sunday, August 13, 2023 |
| 1.2.2. Pre-Bid Meeting Date: | Wednesday, August 23, 2023, at 9:00 AM ET |
| 1.2.3. Deadline for written questions: | Friday, August 25, 2023, at 5:00 PM ET |
| 1.2.4. Deadline for Submitting Bids: | Wednesday, September 6, 2023, at 3:00 PM ET |

1.3. Pre-Bid Meeting

There is an optional pre-bid meeting for this project. Bidders interested in visiting the site should be present at the pre-bid meeting at the time and date listed above. The meeting will be held at the Dan Nicholas Park, 6800 Bringle Ferry Rd, Salisbury, NC 28146. Questions about the specifications and or bid documents should be addressed to Jody Farrow-Bennett the Rowan County Purchasing Director. A company representative highly encouraged to be present at this meeting to offer a bid on the project.

"ITB 2024-005 Dan Nicholas Park – Tennis/Pickleball Court Reconstruction".

2. Section 2: Bid Submission

2.1. Submission of Bids

Single Stage: Two-Envelope Bidding Procedure

Bidders will submit two sealed envelopes simultaneously, one containing the bid bond and the other containing the Bid Response, enclosed together in an outer single envelope.

Envelope Number 1

The only document contained in this envelope is the bid bond. The envelope shall be sealed and plainly marked **"ITB 2024-005 Dan Nicholas Park – Tennis/Pickleball Court Reconstruction". – Bid Bond Only**".

Envelope Number 2

The documents contained in this envelope are the Bid Response and any technical/price proposal documents. The bid response must be presented on the Bid Response Form attached to the specifications. The package shall be sealed and plainly marked **"ITB 2024-005 Dan Nicholas Park – Tennis/Pickleball Court Reconstruction". – Bid Response**".

Envelope Number 3

This envelope/package will hold both envelope number 1 & 2. The package shall be sealed and plainly marked **"ITB 2024-005 Dan Nicholas Park – Tennis/Pickleball Court Reconstruction"**.

The complete Bid package must be presented by the deadline list above and received in a the sealed envelopes and mailed or delivered to:

Rowan County Purchasing Department
Attn: Purchasing Department

130 West Innes Street, Suite 31
Salisbury, NC 28144

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.

This will be a public bid opening. Once bid is awarded all bidders will receive notification.

Sealed Bids are due on Wednesday, September 6, 2023, at 3:00 PM ET opening will be held in the J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Room 101, Salisbury, North Carolina. Failure to submit a Bid by this deadline will disqualify the Bidder from consideration in this project.

2.2. 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 25, 2023. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing 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 addendums 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 addendums. The addenda for clarification will be posted by 5pm Monday, August 28, 2023.

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.

2.3. 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.

2.4. 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.

2.5. 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:

2.5.1. 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.

2.5.2. **COMPREHENSIVE GENERAL LIABILITY**

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$2,000,000 per occurrence / \$4,000,000 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.

2.5.3. **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.

2.6. **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.

3. **Section 3: Evaluation of Bids**

3.1. **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.

3.2. **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

3.3. 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.

3.4. Required Information

The following information must be included in the bid package:

3.4.1. Applicable licensure with North Carolina. (Bidder Information Sheet)

3.4.2. Warranty on above goods and services. (Bid Response Form)

3.4.3. Bids to be in the form of a proposed contract signed by the bidder. (Bid Response Form)

3.4.4. Include separate pricing for all proposed alternates. (Added Pages)

3.4.5. Proposed days to complete (Bid Response Form)

3.4.6. Bid Bond/deposit of 5% is required. Performance/Payment bonds of 100% will be required for contract award.

4. Section 4: Agreement & General Conditions

4.1. 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.

4.2. 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.

4.2.1. Federal funds: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

4.3. 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.

4.4. 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.

4.5. 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.

4.6. Warranty

Contractor shall provide a minimum one-year warranty for all materials and workmanship.

4.7. 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.

4.8. References

The Bidder shall provide references of "like" customers the date, product(s) and services provided each business reference. The Bidder shall include in the reference information name, address, contact person(s), telephone number(s), e-mail address and any other information that may be deemed important and that will assist the County personnel in contacting the Bidder's references. The County may request additional evidence of the Bidder's experience, qualifications, ability, products, service facilities and financial standing for which the Bidder shall be prepared to provide to the County, if required.

4.9. Termination

4.9.1 Termination For Cause

The County reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. Immediate dismissals may be executed if deemed necessary by the County.

If the Contractor:

1. Fails to begin the work under the contract within the time specified.
2. Fails to perform the work with sufficient workers and equipment, or with sufficient materials to ensure the prompt completion of the work.
3. Performs the work unsuitably.
4. Discontinues the prosecution of the work.

5. Becomes insolvent, declares bankruptcy, commits any act of bankruptcy, allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or shall make an assignment for the benefit of creditors.
6. Shall not carry on the work in an acceptable manner from any other cause whatsoever.

The County shall give notice in writing to the Contractor of such delay, neglect, or default, specifying the same.

If the Contractor, within a period of ten (10) days after such notice, shall not proceed in accordance therewith, then the County shall, upon written certification of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment on the grounds as may be suitable and acceptable, and may enter into an agreement for the completion of the contract according to the terms and provisions thereof, or use such other methods as, in its opinion, shall be required for the completion of this contract in an acceptable manner.

All costs and charges incurred by the County, together with the costs of completing the work under the contract, shall be deducted from any monies due or which may become due to the Contractor. In case the expense so incurred by the County shall be less than the sum which would have been payable under the contract, if the contract had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the contract, then the Contractor shall be liable and shall pay to the County the amount of said excess.

4.9.2 Termination for Convenience

If the County shall determine that it is in the County's best interest, the County shall notify the Bidder to terminate the work within seven (7) days. In such event, the Bidder shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the County work site.

No claim shall be made by the Bidder for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

SCOPE OF WORK

Rowan County is seeking to reconstruct the current tennis courts at Dan Nicholas Park into eight (8) pickleball courts and on (1) all-weather tennis court, location is 6800 Bringle Ferry Rd. Salisbury NC 28146.

SCOPE:

Rowan County is requesting bids to provide the necessary materials, labor, equipment, and supervision to provide reconstruction of eight (8) pickleball courts and on (1) all-weather tennis court. The project shall include all demo, site prep, asphalt base and any other identified components required to provide a complete and finished project. Specific bidding instructions and clarification will be provided at the pre-bid meeting.

Proposed eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications.

SPECIFICATIONS:

1. Site Prep

- Existing Fence, netting, post footings and asphalt surfaces.
- Dispose of all materials off-site.
- Site lighting to be removed by Rowan County

2. Installation

- ABC Stone – compacted in 2" lifts. Must pass proof roll.
- Fine grade – preparation for paving.
- Paving – 3" of surface course asphalt S9.5C compacted in two 1.5" lifts (3,100 SY)
- Pressure wash and Flood asphalt – test areas that retain water.
- Patch court – Any area that retains water 1/16" after 1 hour of full sunlight in temp of 70° or above with patch binder.
- Install eight (8) pickleball courts and one (1) tennis court. Install two net post footings per court in accordance with the American Sports Builders Association (ASBA) specifications. Install one center anchor per court per ASBA specifications. Apply two coats of acrylic resurface product in accordance with manufacturer's instructions. Apply two coats of color for the courts and perimeter as per manufacturer's instructions. Colors to be chosen by owner. Paint lines based on ASBA specifications.
- Clean surface and leave courts ready for play.

3. Fencing

- Layout the 10' fence around the perimeter and between tennis and pickleball courts with two (2) gates that are 4' wide to allow for wheelchair access and meet most ADA requirements.
- Set up terminal posts 3" x 10' to each corner and between gates. Set up line posts 2.5" between terminals in accordance with American Fence Association (AFA) specifications.
- Set up top rail and bottom tension wire. Install fence fiber black 10' high, 1 3/4" mesh gauge and tie each 16 inches.
 - Approx. 760 LF.
- Install new fence 4' high, 1 3/4" mesh gauge 9 and tie each 16 inches between pickleball courts.
 - Approx. 500 LF

4. Seed/Straw

- Backfill edge of new courts and seed disturbed areas.

Item	Units	Quantities	Bid Price
Site Prep	LS	1	
ABC Stone	TN	200	
Fine grade	SY	3,100	
Asphalt S9.5C	SY	3,100	
Topcoat, Posts, Court Markings	LS	1	
Fencing	LF	1260	
Seed/Straw	LS	1	

5% Bid Bond/Deposit: _____

TOTAL BID AMOUNT: _____

BIDDER INFORMATION SHEET

1. COMPANY NAME: _____
2. OWNER OF COMPANY: _____
3. NUMBER OF YEARS IN BUSINESS: _____
4. NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS: _____
5. WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS AWARDED THE CONTRACT?

NAME: _____

TELEPHONE: _____

EMAIL: _____
6. PLEASE LIST TWO (2) REFERENCES OF BUSINESSES (NOT HOMES) FOR WHICH YOU HAVE PROVIDED THIS KIND OF SERVICES. PREFER ONE FROM A MUNICIPALITY, COUNTY GOVERNMENT OR PUBLIC AGENCY, SUCH AS SOIL AND WATER CONSERVATION.

REFERENCE NO. 1

NAME & TITLE: _____
AGENCY: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____
EMAIL: _____

REFERENCE NO. 2

NAME & TITLE: _____
AGENCY: _____
ADDRESS: _____
TELEPHONE: _____
NATURE OF ASSOCIATION: _____
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 _____

COMPANY NAME FEDERAL ID#

CONTRACTOR LICENSE ID#

STREET ADDRESS PO BOX CITY STATE ZIP

TELEPHONE # FAX #

WARRANTY ON WORK

DAYS TO COMPLETE

BID Total – The undersigned proposes to perform all work for the sum of: Total Bid \$ _____

*Sum quoted includes all applicable taxes, bonds, permits, licenses, insurance cost, if any, and all other cost incidental to the resultant contract.

SIGNATURE

SIGNATORY'S NAME (printed)

SIGNATORY'S TITLE (printed)