

# *City of Spartanburg*

## **Procurement and Property Division**

Post Office Drawer 1749, SC 29304-1749 P (864)-596-2049 F (864) 596-2365

### **Legal Notice Request Proposal For *Resurfacing and Color Coating* at Duncan Park Tennis**

**July 11, 2018**

**NOTICE IS HEREBY GIVEN** – The City of Spartanburg is seeking proposal from vendors to provide construction services for the resurfacing and color coating at the Duncan Park Tennis Facility in Spartanburg S.C.

**Proposal No: 1819-07-31-02**

The City of Spartanburg, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award. Each proposer shall attest that they engaged in good faith efforts in an endeavor to achieve the City's M/WBE goal of 15% in construction projects and a goal of 10 % in non constructions opportunities.

The City of Spartanburg reserves the right to reject any or all proposals or to waive any informality in the qualifications process. Proposals may be held by the City of Spartanburg for a period not to exceed sixty (60) days from the date of the opening of Proposals for the purpose of reviewing the Proposals and investigating the qualifications of prospective parties, prior to awarding of the Contract. The vendor that is awarded the proposal will be required to obtain a City of Spartanburg Business License and Insurance Requirement. **Attachment # 1**

**Each bid must be accompanied by a Bid Bond payable to the Owner for five (5) percent of the total amount of the bid in a sealed envelope with the Proposal Name, Number and "Bid Bond" shown on the envelope. Bid will be read aloud but not be considered valid until Bid Bond is verified.**

**The awarded vendor will be required to complete the new W-9 Form.**

A Pre-bid will take place on July 24, 2018 at 10:00 AM at the Tennis Facility location on W Park Drive in Spartanburg S C.

Contract Documents and proposal package will be available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

Sealed Proposals shall be submitted to Carl Wright, Procurement and Property Manager, on or before Tuesday, **July 31, 2018**, no later than 3 PM, City Hall, 145 W. Broad Street, at which time they will be publicly opened and read aloud in the Training Room, same location.

Proposals can be hand delivered or mailed to the following address:

City of Spartanburg  
P.O. Box 5107  
145 W. Broad Street  
Spartanburg, SC. 29304

Attn: Procurement and Property Division

For further information and complete Proposal Package, please contact the Procurement and Property office at [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org) only. Complete proposal package also available at [www.cityofspartanburg.org](http://www.cityofspartanburg.org) by following the links for Invitations for bids.

The following Proposal Number and Proposal name must be placed on the **outer envelope** for both Bid Bond and Bid in order for the bid to be stamped in as accepted on time: **Proposal No: 1819-07-31-02**

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**REQUEST FOR PROPOSAL**

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**CONSTRUCTION SERVICES FOR TENNIS COURTS  
FOR THE CITY OF SPARTANBURG – DUNCAN PARK TENNIS**

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**SCOPE OF WORK**

**General**

The purpose of this work is to provide construction services for applying color coating the tennis courts at the Duncan Park Tennis Facility. Work will include verifying the condition of the existing courts for damage, inspection of cracks and surface of the courts. Work will also include new color coating and striping.

**Phase 1 – Preparation**

The contractor shall provide services which may include but not limited to:

1. Inspection of existing cracks,
2. Provide solutions for filling cracks and installation of approved material to minimize the projection of crack in the new surface coating.
3. Clean surface for good bonding.

**Phase 2 –Construction**

1. Apply two coats of Acrylic Resurfacer to level and seal cracks.
2. Apply two coats acrylic color coating with lines. Same color as previous installation.
3. Provide 1 year warrantee.
4. Contractor to provide manufacturers specifications for all applicable items for approval prior to start.

**Fees Contractors shall acquire City Business License**

**Qualifications:** The proposer shall demonstrate their knowledge and experience in providing the services listed above in the response. Complete the attached Statement of Qualification.

**Statement of Qualifications**

Statements of Qualifications are to contain the following:

1. The firm's experience in tennis construction. List previous projects of the same scope and value of each.
2. Any other information deemed relevant by the firm preparing the proposal.
3. If awarded, what is your firm's earliest start date?

**Selection of Firms for Award of Contract**

The City will act in what it deems to be its own best interest and may waive any and all irregularities or reject any Statement of Qualifications. The City will consider the experience, understanding of the project requirement, past performance, and any other factors the City considers relevant in its evaluation of the contractor. The City reserves the right to reject any and all Statements of Qualification.

## **Submission of Questions and Qualifications Statement**

Submit two (2) complete copies of the firm's Proposal Statement. Submittals received by facsimile machine or other electronic transmittal will not be considered. Submittals are to be in sealed envelopes or boxes marked with the caption "Proposal Statement for Resurfacing Duncan Park Tennis" and must be submitted to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, P. O. Drawer 5107, Spartanburg, South Carolina 29304-1749, by 3:00 p.m., July 31, 2018. If using courier service, submittals should be sent to the attention of Mr. Carl Wright, Procurement and Property Manager, City of Spartanburg, at 145 West Broad Street, Spartanburg, South Carolina 29306.

Technical questions regarding the scope of services should be directed to David Cook, Construction Project Manager, (864) 562-4398 or by email at [dcook@cityofspartanburg.org](mailto:dcook@cityofspartanburg.org). Questions regarding the RFQ process should be directed to Carl Wright, Procurement and Property Manager at 864-596-2790 or [cwright@cityofspartanburg.org](mailto:cwright@cityofspartanburg.org).

## **Affirmative Action**

The contractor shall take affirmative action in complying with all state and federal requirements concerning fair employment, and the treatment of all employees, without regard to, or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

## **Attachment # 1**

### **CITY OF SPARTANBURG INSURANCE REQUIREMENTS FOR CONTRACTORS AND VENDORS**

**CONTRACTOR'S/VENDORS LIABILITY AND OTHER INSURANCE:** The Contractor/Vendor shall purchase and maintain with a company acceptable to the City and authorized to do business in the State of South Carolina, such insurance as will protect him from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, including claims insured by usual bodily injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting there from - any or all of which may arise out of or result from the Contractor/Vendor operation under the contract documents, whether such operations be by himself or any subcontractor or anyone directly or indirectly employed/volunteering by any of them or for whose acts any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified below, or required by law.

**Automobile Liability:** The amounts of such insurance shall not be less than: **Combined Single Limit - \$1,000,000; Split Limits: Bodily injury per person - \$500,000; Bodily Injury per Occurrence - \$1,000,000; and Property Damage - \$500,000**

**Commercial General Liability:** The amounts of such insurance shall not be less than: **Each Occurrence - \$1,000,000; Damage to Rented Premises - \$100,000; Med Expenses (per person) \$5,000; Personal & Advertising Injury - \$1,000,000; General Aggregate - \$2,000,000; and Products Completed Operations Aggregate - \$2,000,000.** This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Products and Completed Operations; Medical Expense in reference to General Liability, and Contractual Liability. Bodily injury and property damage liability shall protect the Contractor and any subcontractor performing work under this contract from claims of bodily injury, Personal & Advertising injury, and property damage which could arise from

operations of this contract whether such operations are performed by the Contractor, any subcontractor or anyone directly or indirectly employed by either.

This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this contract and broad form property damage, explosion, collapse and underground utility damage stating if policy is written on an occurrence basis. Any policy written on a claim made basis must be approved by the City of Spartanburg in advance.

**Property Insurance including Builders Risks**-Property coverage will name the City of Spartanburg as loss payee in instances where the City has an interest in the property unless otherwise requested.

**Workers' Compensation and Employer's Liability** – This coverage shall meet the **STATUTORY requirement of the State of South Carolina**. Employers Liability shall be in the amount of \$500,000 each accident and disease - each employee and \$500,000 disease - policy limit. Sole Proprietors, Partners, Members of LLC and Corporate officers will not be excluded from coverage.

**Employers Liability:** Each Accident - \$1,000,000; Disease each employee - \$1,000,000; Disease Policy Limit - \$1,000,000

- This is part of Workers' Compensation coverage

**Umbrella Liability: Each Occurrence – TBD; Aggregate – TBD**

This coverage should be required for high hazard operations including excavation, roofing, water tower installation, painting, repair and removal, large construction projects. Should also consider for certain high hazard special event activities such as fireworks displays, inflatables, mechanical rides, etc.

**Professional Liability: Per Occurrence - \$1,000,000; Aggregate - \$1,000,000**

This coverage should be required for professional services such as accountant, attorneys, architects, design, engineering and most consultants.

*The Contractor/Vendor shall provide the City with insurance certificates certifying that the foregoing insurance is in force; and such insurance certificates shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the City thirty (30) days advance notice by registered mail.*

**The City of Spartanburg, its employees, and agents shall be named as additional insured under the Contractor/Vendor's general liability policies.**

*The Contractor is advised that if any part of the work under the contract is sublet, he shall require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor/Vendor from providing full insurance coverage on all phases of the project/event, including any that is sublet.*

*When certain work is to be performed inside right-of-way owned by railroads, South Carolina Department of Transportation or other Agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits as established by that agency.*

*Cancellation and Re-issuance of Insurance: If any insurance required to be provided by the Contractor should be canceled or changed by the insurance company or should any such insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide continuous coverage during the life of this contract.*

*Failure of the Contractor/Vendor to maintain continuous coverage as specified herein will result in this project/event being shut down and any payments due, or to become due, withheld until such time as adequate, acceptable insurance is restored. This would be in addition to any legal recourse open to the City under breach of contract.*

*All coverage's and provisions shall be in place, and documentation of such coverage shall be provided to the City of Spartanburg, before any work can began.*

**\*\*All emailed Certificates of Insurance can be forwarded to:**

[kbooker@cityofspartanburg.org](mailto:kbooker@cityofspartanburg.org)

**\*\* All Certificate of Insurance submitted via postal mail can be sent to:**

City of Spartanburg  
145 W. Broad St.  
Spartanburg, SC 29306  
Attn: Kenneth Booker

**REQUEST FOR PROPOSAL  
CONSTRUCTION SERVICES FOR TENNIS COURTS  
FOR THE CITY OF SPARTANBURG – DUNCAN PARK TENNIS**

**SCOPE OF WORK**

**General**

The purpose of this work is to provide construction services for applying color coating the tennis courts at the Duncan Park Tennis Facility. Work will include verifying the condition of the 4 (Four) existing courts for damage, inspection of cracks and surface of the courts. Work will also include new color coating and striping for 4 (four) court areas. All areas inside the fence areas.

**Phase 1 – Preparation**

The contractor shall provide services which may include but not limited to:

1. Inspection of existing cracks,
2. Low areas shall be filled in an attempt to minimize standing water.
3. Courts shall be cleaned with pressure washer not to exceed 2500 psi., scraped and cleaned of debris.

**Phase 2 –Court Resurfacing**

1. Structural cracks on courts shall be cleaned and repaired using ARMOR® repair system ([www.armorcrack.com](http://www.armorcrack.com)).
2. An alternative repair system *may* 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.
3. Contractor to provide manufacturers specifications for all applicable items for approval prior to start.
4. Sand-filled acrylic resurfacing material shall be applied over entire court area in two (2) layers.
5. Sand-filled color coatings shall be applied in two (2) colors, in two (2) layers over entire court area. (Owner shall choose colors)
6. Courts shall be lined to USTA standards with one (1) undercoating and two (2) white coating.
7. Courts shall also be lined to for in a contrasting color to court color (Owner shall choose colors)
8. Bidder shall warrant color coating and lines for the period of one (1) year from date of completion from any peeling, bubbling, or delamination.

**Fees Contractors shall acquire City Business License**

**Qualifications:** The proposer shall demonstrate their knowledge and experience in providing the services listed above in the response. Complete the attached Statement of Qualification.

**Statement of Qualifications**

Statements of Qualifications are to contain the following:

1. The firm's experience in tennis construction. List previous projects of the same scope and value of each.

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Spartanburg, SC 29306  
Attn: Kenneth Booker

**Procurement & Property Division**



***Request for Proposal  
Proposal Statement for Resurfacing Duncan Park Tennis***

**Proposal No:** \_\_\_\_\_

**(Show this number on envelope and all correspondence)**

\_\_\_\_\_ submits herewith our proposal in response to the bid request  
(*Company Name*)  
number shown above in compliance with the description(s) and specifications (s) for the following:

**Total Cost**

|  |    |
|--|----|
| Base Bid –Turn-Key Resurfacing and Color Coating | \$ |
|  |    |

In compliance with the proposal invitation and subject to all conditions thereof, the undersigned agrees:

- A. This proposals is stated, is open for acceptance for a period of 60 calendar days from day of pending.
- B. To furnish any and all items at the prices set forth the items unless otherwise specified, within 30 Calendar days after receipt of purchase order; contract and/or notice proceed.
- C. Signing of this Proposal form Proposer agrees all Addenda have been read and understood.

|                     |  |
|---------------------|--|
| Company Name:       |  |
| Street Address:     |  |
| City, State, Zip:   |  |
| Telephone #:        |  |
| Fax #:              |  |
| Federal ID or SS #: |  |

**SIGNATURE OF PROPOSALER'S REPRESENTATIVE**

Name & Title:\_\_\_\_\_

Date:\_\_\_\_\_

