

SPECIFICATIONS AND CONTRACT DOCUMENTS

City Of Church Hill, Tennessee

2024 Tennis Court Resurfacing and New Pickleball Courts

Section

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2024 CHURCH HILL TENNIS COURT RESURFACING AND NEW PICKLEBALL COURTS

SECTION A: ADVERTISEMENT FOR BIDS

The City of Church Hill invites sealed bids from qualified companies interested in providing resurfacing and striping of tennis court and new pickleball courts.

Bidders shall place their bid in a sealed envelope clearly labeled on the outside as "City of Church Hill Tennis Court Resurfacing" and must indicate the bidder's name and address.

Bids will be received at the following address:

**City of Church Hill
PO Box 366
300 East Main Blvd.
Church Hill, TN 37642
423-357-6161**

until 1:00 PM on April 12, 2024.

The owner reserves the right to waive any informalities or reject any or all bids

The City of Church Hill an Equal Opportunity Employer. The City of Church Hill prohibits discrimination on the basis of race, color, religion, sex, or national origin, in the admissions or access to, or treatment, or employment in its programs or activities.

2024 CHURCH HILL TENNIS COURT RESURFACING AND NEW PICKLEBALL COURTS
SECTION B: GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a BID/RFP/RFQ does not commit the City of Church Hill to make an award. The City reserves the right to postpone or reject any or all BIDS/RFPS/RFQS, to waive informalities and to accept the BID/RFP/RFQ judged to be in the best interest of the Town.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (www.churchhilltn.gov). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended.

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose BID/RFP/RFQ is determined to be in the best interest of the Town. The Town also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The Town shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be available the next business day at Town Hall.

6. BRAND NAMES

By referencing a product or service name as "or approved equal", the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The Town reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

10. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

11. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

12. EQUAL OPPORTUNITY

It is the policy of the City of Church Hill to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

13. EVALUATION

BID/RFP/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the Town.

14. EXAMINATION OF BIDS/RFPS/RFQS

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPS/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, City employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

17. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12- 105. Inclusion on this list makes a person ineligible to contract with the City of Church Hill; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/PublicInformation-library>.

20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Church Hill in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

21. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the Town's best interest.

22. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Church Hill, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and

have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Church Hill has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

23. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

24. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any Town employee

25. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

26. PRICING

All pricing must appear in the spaces provided on the City's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

27. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

28. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Church Hill shall be submitted in writing to City Recorder and delivered not later than seven (7) calendar days from the date of the Town's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to

the City of Church Hill or Cash) submitted to the City Recorder before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Recorder, the bond will be retained to cover costs associated with the protest.

29. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any Town employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

30. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

31. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the Town. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

32. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

33. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

34. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the City must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Paper submittals shall be sealed in an envelope. No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in City Hall. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

35. TAXES

The City is exempt from Federal excise tax, State, and Town sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

36. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

37. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

2024 CHURCH HILL TENNIS COURT RESURFACING AND NEW PICKLEBALL COURTS

SECTION C: SPECIFICATIONS

Scope of work shall include Re-asphalt and level existing 2707 square yards (119' x 204') of fenced court space. Repair/fix/patch all cracks before court resurfacing. After all cracks repaired, all crack surfaces shall be ground/sanded smooth and cleaned. Curbing shall be installed to match surface height of new court surface and create a border for stone and asphalt compaction.

ASPHALT TENNIS COURT RECONSTRUCTION SPECIFICATION STONE & ASPHALT OVERLAY METHOD:

- **Cracks** - Cracks shall be cleaned and filled with concrete and/or acrylic patch binder crackfill material to flush with the existing surface. Crackfill material shall be installed full depth. After crackfill material has dried, joint retarding fabric Mirafi Miratac shall then be overlaid on top of the crack repair area. Fabric shall be 1' wide to minimize reflection of the old cracks into the new base.
- **Curbing** - A 6" x 6" pressure treated wooden curb border shall be constructed at the base of the fence in order to contain the new stone and asphalt base. Border shall be pinned into place such that it is immediately adjacent to the inside edge of the fence line. Height of border shall be 6 inches in order to contain the new stone base. The height of this border will vary owing to the requirement that the slope on the courts be increased to 12" across the courts in line with the nets.
- **Fencing** – Existing fence shall not be replaced. Fencing shall only be opened up to allow access for construction equipment. Upon completion of paving portion of job, fencing shall be closed back up to and restored to existing condition. Current gate height will be adjusted to allow for elevation change.
- **Stone Base** – After completion of crack repair, a stone layer shall be installed directly on top of the existing courts. Stone shall be pug mix/crushed stone. Stone shall be graded and compacted into place. Stone shall be rolled in order to approximate 95% of maximum dry density. No variation of the finished stone base shall be greater than 1/2" of the desired elevation. Average depth of stone after compaction shall be 6 inches. The slope of the stone base shall be 1% in order to shed water adequately after a rain.
- **Asphalt Base** – The asphalt base shall be installed in two layers. The first layer shall be 2.0 inches of binder type asphalt, Tennessee Department of Transportation specification "B". The thickness of the asphalt layer is measured after compaction. After this first layer of asphalt is installed, a second layer of asphalt 1.5 inches in thickness shall be installed over the court area. Specification of the finish layer of asphalt shall be TDOT 411E mix. Rolling of asphalt shall be done so as to accomplish maximum compaction of the asphalt base without any displacement of the mat. All roller marks, tool marks, or imperfections in the asphalt mat shall be rolled out. The planarity of the finished asphalt surface shall not vary more than 1/4" in ten feet when measured with a 10' straight edge. Court shall be flooded or shall be observed after a hard rain in order to ascertain that it drains water in accordance with standard industry guidelines. Any puddles holding more than 1/8" of water after

adequate drying (1 hour after a rain event on a 70 degree day) of the court surface shall be patched prior to application of any surface coatings.

- **Hardware** – Existing net posts shall be excavated. New net post foundations shall be installed in concrete footings 4' in depth and 18" in diameter. Relocate foundations such that there is a 12' between courts and an 11.5' alley outside the courts on both sides. New tennis nets and net posts shall be installed following completion of job. Net strap anchors 1' in diameter and 2' in depth shall be poured in concrete to secure the net strap.
- **Acrylic Surface** - Following a 14 day cure period for the asphalt, a three coat Nova Acrylic surface system shall be installed on the tennis courts. The first coat shall be resurfacer with sand added to fill the pores in the asphalt. Sand shall be added at the rate of 12 pounds per concentrate gallon of resurfacer. The application of the concentrate resurfacer shall be .1 gallon / square yard of surface area. Resurfacer shall be allowed to fully dry before any succeeding steps are initiated. Resurfacer shall be scraped smooth and any imperfections corrected prior to application of any color coats. Two sand filled color coats shall then be installed. The application rate of the color coats shall be .1 gallon / square yard of surface area for both coats. After surface coatings have fully dried, courts shall be striped according to USTA guidelines for tennis.
- **Access** – Access to the courts shall be from the parking lot. Baseline will restore job site to its original condition following completion of work.
- **Weather Limitations** – no part of the construction shall be conducted unless temperatures are at least 50 degrees, nor shall any construction be done during rainfall.
- **Warranty** – Contractor shall warrant that all workmanship, design and materials shall be free of defects for a period of one year form the time of substantial completion. If any part of the installation should fail during the warranty period, it shall be replaced or repaired and restored to service at no expense to the owner.
- **Silence of Specifications** – the apparent silence of any specification or the omission of details from a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. Guidelines as provided by the American Sports Builder's Association are expected to be followed to serve as minimum industry standards.

2024 CHURCH HILL TENNIS COURT RESURFACING AND NEW PICKLEBALL COURTS
SECTION D: BID FORM

BIDDER: _____

PHONE: _____

EMAIL: _____

The bidder submits _____ dollars (\$ _____) and _____ cents (\$ _____)

WARRANTY

TERM

DELIVERY TERMS _____

BIDDER assures that this bid shall be good and may not be withdrawn for a period of 60 calendar days following the date of the bid opening.

BIDDER assures that products specified in the bid MEETS OR EXCEEDS the OWNER'S specifications.

BIDDER understands that the OWNER may reject any and all bids.

Respectfully submitted:

Signature

Printed Name and Title