

City of Isle of Palms, South Carolina
Request for Bids (RFB) 2018-06
Repair and Resurface two (2) Tennis Courts

The City of Isle of Palms is seeking bids from qualified firms for the repair and resurfacing of two (2) Tennis Courts at the Isle of Palms Recreation Center, located at the corner of 28th Avenue and Hartnett Boulevard. The City of Isle of Palms is a seven-mile-long barrier island off the coast of South Carolina in Charleston County. The tennis courts on the island are public and heavily used by the residents as well as by national and international visitors.

The request is being made and awarded pursuant to the City's procurement ordinance. The City reserves the right to reject any and all proposals and to waive irregularities.

Proposals should be submitted to the following:

Desirée Fragoso
Interim City Administrator
City of Isle of Palms
1207 Palm Boulevard
Post Office Box 508
Isle of Palms, South Carolina 29451

Deadline for Questions: The deadline for questions is **5:00pm, Eastern Time, November 9, 2018.**

Bidders should send questions regarding this Request for Bids to Norma Jean Page, Recreation Director, in writing or email to njpage@iop.net. Questions received before this deadline will be answered via addendum posted on the City's website at <http://www.iop.net/requests-for-bids-proposals>. Questions received after this deadline will not be answered.

If an addendum is issued, bidders must acknowledge receipt of the addendum with their bid.

Deadline for Submissions: The deadline for submission is **10:00am, Eastern Time November 15, 2018.** Bidders will be received at 1207 Palm Boulevard, Isle of Palms, South Carolina 29451 in a sealed envelope. Sealed envelopes must be clearly marked "RFB 2018-06, Repair and Resurface of two (2) Tennis Courts" and include one (1) hard copy and one (1) electronic copy saved to a USB flash drive.

It will be the responsibility of the bidders to verify receipt by the City. Bids may be delivered by hand or by mail, but no bid shall be considered which is not actually received by the City at the place, date and time appointed by the City and the City shall not be responsible for any failure, misdirection, delay or error resulting from the selection by any bidder of any means of delivery.

All bids submitted shall include a current e-mail address. Once selection is complete, Notice of Award shall be posted on the City's website. Notice of Award and notices of non-award, shall be sent to all bidders via e-mail.

Proprietary and/or Confidential Information: Your bid is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as

confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your bid. All information that is to be treated as confidential and/or proprietary must be CLEARLY identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as CONFIDENTIAL, in bold, in a font of at least 12-point type, in the upper right-hand corner of the page. All information not so denoted and identified will be subject to disclosure by the City.

Bidders acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the respondent or any member of the respondent's organization as a result of, or arising out of, submitting a bid, negotiating changes, or due to the City's acceptance or non-acceptance of the bid or the rejection of any and all bids. Bidders are responsible for submission of accurate, adequate and clear descriptions of the information requests. Neither issuance of the RFB, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Isle of Palms will commit the City to award a contract to any respondent even if all the requirements in the RFB have been met.

Bidders must have or be able to procure an Isle of Palms Business License.

Firms considering submission under this RFB will be expected to have read and be prepared to enter into the attached contract, which is a part of this RFB. The City of Isle of Palms reserves the right to accept or reject any and all bids, or any parts thereof; to waive irregularities or informalities in any bid received to allow the bid to be considered; to negotiate terms and conditions with Bidders; and to select a Bidder or to cancel in whole or in part this RFB, if it is in the best interest of the City to do so. Those bids determined not to be in compliance with provisions of this RFB and the applicable laws and or regulations will not be processed.

By signing its bid, bidder certifies that it will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agrees to provide the City upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable both to Bidder and its subcontractors or sub-subcontractors; or (b) that bidder and its subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." Bidder agrees to include in any contracts with its subcontractors language requiring its subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14 and (b) include in their contracts with sub-subcontractors, language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14.

Scope of Work

The Scope of work for the project includes, but is not limited to, the following:

- Wash and/or buff court surface, removing stain, mildew & all loose surface material.
- Clean all debris and loose materials from cracks.
- Use Riteway acrylic patch binder, sand and cement mixture to fill cracks
- Flow fortified acrylics into any and all cracks.
- Level to extent possible all birdbaths on the tennis courts using Riteway patching mix.

- Apply one application of Acrylic Resurfacer.
- Apply two applications of fortified Acrylic Color Coating on entire court area.
- Paint tennis court lines with two coats of white textured latex line paint.
- Paint the existing tennis net posts and install two new tennis nets.
- All products to be manufactured by Acrytech, Laykold, Nova or Sportmaster and performed in compliance with the American Sports Builders Association tennis court specifications.

Bid Format

In responding to this request, firms should provide a price quote for the scope of work and detailed project schedule of the tasks needed to accomplish this work.

Work History and References: Firms submitting bids should delineate experience with similar projects. Specific examples of similar projects must be provided.

Provide a brief description of similar projects of comparable size and complexity for which the bidder provided services within the past five (5) years. Limit information to no more than five (5) projects. All such descriptions should include:

1. Project location
2. Renovation and/or Replacement
3. Description of original project budget versus actual cost.
4. Name and contact information for a reference with knowledge of the Bidder's work on the specified project.

Provide the Firm(s) and if possible the names and bids of all sub consultants that will be part of the Bidder's Team and identify the specific work the sub-consultant will perform. Once the City issues a contract, no change in sub-consultants assigned to the project will be permitted without prior written approval from the City.

If the job is anticipated to exceed \$50,000 a performance bond will be required.

Evaluation Criteria

The City will evaluate bids based on the factors outlined within this RFB and the City's procurement ordinance, which shall be applied to all eligible, responsive bids in selecting the successful firm. The City reserves the right to disqualify any bid from a bidder it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the bids of the bidder as it deems appropriate.

Award of any contract may be made without discussion with Bidders after bids are received. The City reserves the right to cease contract negotiations if it is determined that the bidder cannot perform the services specified in their response.

Recommendation of award for contract will be made based not only on price, which is an important factor, but also on quality of bid, qualifications, experience, technical expertise, references and ability to execute the work. After careful evaluation, the Recreation Committee will make a recommendation to City Council for award of a contract.

**THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO
SOUTH CAROLINA CODE SECTION 15-48-10, ET SEQ., AS AMENDED**

STATE OF SOUTH CAROLINA)

AGREEMENT FOR REPAIR AND
RESURFACING OF TENNIS COURTS
AT THE ISLE OF PALMS
RECREATION CENTER

COUNTY OF CHARLESTON)

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2018, by and between the City of Isle of Palms, S.C., a South Carolina municipal corporation (“City”), and _____ (“Contractor”).

WHEREAS, Contractor was the successful bidder under the City’s solicitation for bids for the repairs and resurfacing of two (2) tennis courts at the Recreation Department located on the corner of 28th Avenue and Hartnett Boulevard at the Isle of Palms Recreation Center; and

WHEREAS, the parties hereto desire to enter into this Agreement to set forth the exact rights, duties and obligations of each party regarding the services to be performed by Contractor pursuant to the bid.

THEREFORE, in consideration of the mutual covenants and promises set forth herein, City and Contractor agree as follows:

1. SCOPE OF WORK.

A. Contractor agrees to provide all labor, equipment, tools, materials, supplies, and incidentals necessary for the repairs and resurfacing of two (2) tennis courts located at the Isle of Palms Recreation Center, pursuant to the requirements and specifications set forth in the City’s Request for Bids 2018.06, entitled “Repairs and Resurfacing of two (2) Tennis Courts,” (the “Solicitation”) a copy of which is attached hereto as Exhibit I and made a part of this Agreement

by reference thereto (the "Project"). In the event of any conflict between the provisions of this Agreement and the Solicitation, the terms of this Agreement shall control.

B. Contractor agrees to use its best skill and attention and be solely responsible for all means, methods, techniques, sequences, and procedures in the performance of the work on the Project. Contractor hereby warrants to City that all work on the Project shall be performed in a good and workmanlike manner. Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations regarding all work performed by Contractor pursuant to this Agreement.

2. CONTRACT PRICE. For all work under this Agreement, City agrees to pay to Contractor the sum of _____ (\$_____) Dollars, payable upon completion of the Project.

3. CHANGE ORDERS. The City has the right to require alterations or changes ("Change Orders") to the Project and in such case Contractor agrees to make such alterations or changes; provided, however, that the details and additional cost or credit of such Change Order must be agreed to by the City and Contractor in writing prior to the commencement of the Change Order.

4. COMPLETION SCHEDULE. TIME IS OF THE ESSENCE. Contractor agrees to complete the Project within _____ (__) days from the date of this Agreement. Provided, however, that if performance by the Contractor is delayed for reasons or causes beyond the control of Contractor (including but not limited to, acts of God, weather conditions, site conditions, labor or material shortages, delays caused by City, and casualty losses) the Project completion date shall be extended accordingly.

5. INSURANCE. Contractor agrees to maintain comprehensive general liability insurance coverage on the work under the Project in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per claim, and \$250,000.00 per claim for property damage. Contractor also agrees to maintain worker's compensation coverage on its employees as required by the State of South Carolina workers' compensation laws. All insurance coverage required hereunder shall be with

companies approved in advance by City, who shall be named as an additional insured on all such policies. Proof of such insurance shall be provided to City prior to commencement of any work by Contractor.

6. PERMITS, FEES AND LICENSES. Contractor agrees to apply for, obtain and pay for all permits, fees, licenses and inspections by governmental agencies necessary for the Contractor's proper performance and completion of the Project, including, but not limited to, a City business license.

7. INDEMNIFICATION. Contractor agrees to hold harmless and indemnify City and its officers, agents and employees from and against any loss or damage, including all reasonable attorney's fees and expenses, incurred as a result of any and all claims, demands, causes of action, suits, judgments, fines or penalties (including but not limited to all fees and expenses incurred as a result of death or injury to persons or for loss of or damage to property) arising out of or in connection with Contractor's performance of the work under this Agreement.

8. SITE INVESTIGATION. Contractor acknowledges that Contractor has inspected the service areas, has determined the nature of the work and the difficulties and facilities attending performance of the work, and all other matters which Contractor contemplates may in any way affect the work under this Agreement.

9. BINDING ARBITRATION. Any dispute or controversy arising under or in connection with this Agreement shall be submitted to binding arbitration in accordance with the requirements of the South Carolina Uniform Arbitration Act as then in effect ("SCUAA"). All arbitration proceedings shall be conducted in Charleston County, South Carolina. The arbitrators shall be selected as provided in the SCUAA, and the arbitrators shall render a decision on any dispute within ninety (90) days after the last of the arbitrators has been selected. If any party to this Agreement fails to select an arbitrator with regard to any dispute submitted to Arbitration under this Section within thirty (30) days after receiving notice of the submission to arbitration of such

dispute, then the other party or parties shall select an arbitrator for such no selecting party, and the decision of the arbitrators shall be final and binding upon all the parties to the dispute, their personal representatives, legal representatives, heirs, successors and assigns. The prevailing party in any such proceeding shall be entitled to reimbursement by the losing party, in addition to any damages awarded, for all reasonable costs and expenses, including attorney's fees, incurred in any such proceeding, including all trial and appellate levels. Nothing contained in this Section shall preclude either party from seeking injunctive relief through a court of competent jurisdiction in connection with the Arbitration, and the prevailing party shall also be entitled to reimbursement by the losing party for all reasonable fees and costs, including attorney's fees, incurred in the proceedings seeking injunctive relief.

10. BREACH.

A. In the event that either party breaches any provision of this Agreement, and the same continues for a period of seven (7) days after receipt of written notice thereof, then the non-breaching party may exercise any and all remedies at law or in equity regarding the breach of this Agreement. Without prejudice to any other rights or remedies available for the said breach, the non-breaching party may terminate this Agreement and cease further performance under this Agreement.

B. Unless authorized by this Agreement, if the Contractor completely ceases work on the Project for a period of fifteen (15) days, or defaults or persistently fails or neglects to carry out the Project, the City may, after seven (7) days' written notice to the Contractor, complete the Project and if the unpaid balance of the contract price exceeds the City's actual cost of completing the Project, such excess shall be paid to the Contractor, but if such expense exceeds the unpaid balance, the Contractor shall pay the difference to the City.

11. EFFECT OF WAIVER OR CONSENT. A waiver or consent, express or implied, to or of any breach or default by a party in the performance of its obligations under this Agreement

is not a consent or waiver to or of any other breach or default in the performance by that party of the same or any other obligations of that party with respect to this Agreement. Failure on the part of a party to complain of any act of the other party or to declare a party in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that party of its rights with respect to that default until the applicable statute-of-limitation period has run.

12. SUB-CONTRACT OR ASSIGNMENT. Contractor agrees not to enter into any subcontracts or assignments pertaining to the performance of all or any part of this Agreement, either voluntarily or by operation of law, without prior written approval of City.

13. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. GOVERNING LAW; SEVERABILITY. This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina. If any provision of this Agreement is held invalid or unenforceable to any extent by a court of competent jurisdiction, the remainder of this Agreement is not affected thereby and that provision shall be enforced to the greatest extent permitted by law.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes and nullifies all prior or contemporaneous contracts, agreements, understandings or representations, whether oral or written, which are not expressly stated in this agreement. Neither party is relying upon any representation not expressly contained herein. This Agreement may be amended and modified from time to time only upon the written mutual consent of City and Contractor.

16. SECTION HEADINGS. The headings of Sections or paragraphs used in this Agreement have been inserted for convenience only and are not to be used in determining the contents contained herein.

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals,
by and through the undersigned officers, as of the day and year first above written.

WITNESS:

[Contractor]

(#1 as to Contractor)

By: _____

(#2 as to Contractor)

Title: _____

The City of Isle of Palms, S.C.

(#1 as to City)

By: _____

(#2 as to City)

Title: _____