

**West Fargo Park District  
Tintes Park Tennis Court Resurfacing  
Request For Proposals**

**Submittal Deadline: April 8, 2019 – 10 a.m.**

**To: Rustad Recreation Center  
601 26 Ave. East  
West Fargo, ND**



**For additional information or to inquire contact  
Barb Erbstoesser, Director  
701-433-5360**

# Request for Proposal Tennis Court Resurfacing

## RFP—1: Defined Terms

1.01 Terms used in this Request for Proposals have the following meanings:

A. *Owner*: West Fargo Park District

*Proposal Request Documents*: The Advertisement for Proposal, Request for Proposal, Performance Criteria, Financial Proposal Form, Attachment A – Part 1: General; Part 2: Materials; Part 3: Quality Control; Part 4: Installation and all Addenda issued prior to the date and time Proposals are due.

B. *Proposer*: Person authorized to submit a Proposal on behalf of their company to the Owner.

C. *Successful Proposer*: The Proposer, to whom the Owner, on the basis of Technical Review Committee's recommendation and Park Board approval as hereinafter provided, makes a contract award.

D. *Proposal*: The entire package Proposer submits, including all technical exhibits (designs, specifications, schedules, qualifications, financial proposal, etc.).

E. *Financial Proposal Form*: The form included in the Proposal Request documents which shall be submitted with the Proposal in a separate sealed envelope.

F. *Project Documents*: Drawings and specifications of the construction, plus Proposal Request documents.

## RFP—2: Copies of Proposal Request Documents

2.01 *Address for Obtaining Proposal Request Documents*

A. Complete sets of Proposal Request documents may be obtained from the Owner at the following address: 601 26<sup>th</sup> Avenue East, West Fargo, ND 58078. Questions relating to the proposals should be directed to Barb Erbstoesser, Director of Parks and Recreation, West Fargo Park District, 601 26<sup>th</sup> Avenue East, West Fargo, ND, 58078, phone number 701-433-5360.

2.02 *Purpose and Use of Proposal Request Documents*

A. Complete sets of Proposal Request Documents must be used in preparing Proposals.

B. The Owner shall make copies of Proposal Request Documents available for the purpose of obtaining Proposals for the work.

## RFP—3: Qualifications of Proposers

3.01 *Proposers Qualifications*

A. To demonstrate qualifications to perform the work, each Proposer must submit with the Proposal written evidence, such as financial data, previous experience, present commitments, and other such data as may be requested herein.

3.02 *Designation of Professional Design Services*

A. The individuals or entities that will be providing professional design services shall be listed in the Proposal.

3.03 *Designation of Prime Construction Services*

A. The individuals or entities that will be providing the prime construction services shall be listed in the Proposal.

**RFP—4: Examination of Project Documents and Site Conditions**

*4:01 Proposer's Responsibilities*

- A. It is the responsibility of each Proposer before submitting a Proposal to:

Examine thoroughly the Project Request Documents and other related data identified in the Proposal Documents;

Visit the site to become familiar with and satisfy Proposer as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work. Mandatory Pre-Proposal meeting scheduled, see Advertisement for Bids for details. Interested Design/Build firms must be present to bid.

Consider federal, state, and local laws, codes, and regulations that may affect cost, progress, performance, or furnishing of the work;

Promptly notify Owner of all errors or discrepancies which Proposer has discovered in the Proposal Request Documents.

**RFP—5: Availability of Lands for Work**

*5:01 General*

- A. The lands upon which the work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use by Design/Builder in performing the work are identified in the Proposal Request Documents.

**RFP—6: Interpretations and Addenda**

*6:01 General*

- A. All questions about the meaning or intent of the Proposal Request Documents are to be directed to the Owner's representative. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda and emailed, mailed or faxed to all parties recorded by Owner as having received the Proposal Request Documents and attending the Pre-Proposal Meeting. Only questions answered by written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Proposal Request Documents as deemed advisable by Owner.

**RFP—7: Proposal Security**

*7:01 Submittal and Return of Proposal Security*

- A. Proposals must be accompanied by a separate envelope containing a bidder's bond in the sum equal to five percent (5%) of the full amount of the bid executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the bidder's bid be accepted and the contract be awarded to the bidder, the bidder, within twenty-five (25) days after notice of award, will execute and effect a contract in accordance with the terms of the bidder's bid as required by law and the regulations and determinations of the Owner.

**RFP—8: Technical Exhibits Required with Proposal**

*8:01 General*

- A. Proposers shall submit with their Proposals all technical exhibits necessary to describe their concept and approach to the project. These may include, but not be limited to drawings, specifications, photographs, testing reports, renderings, and models.

## **RFP—9: Financial Proposal Form**

### *9.01 Instructions for Completion*

- A. The Financial Proposal Form is included with the Proposal Request documents. Additional copies may be obtained from the Owner.
- B. All blanks on the Financial Proposal Form must be completed by printing in black ink or by typewriter. Erasures and/or corrections must be initialed by the preparer.
- C. Financial proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Financial proposals by partnerships must be executed in the partnership name and signed by a partner, whose *title must* appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed in ink below the signature.
- F. The financial proposal *shall* contain an acknowledgement of receipt of all addenda (the numbers of which must be filled in on the Proposal Form).
- G. The address and telephone number for communications regarding the financial proposal must be shown.

## **RFP—10: Submission of Proposals**

### *10:01 General*

- A. One (1) copy of the Proposal shall be submitted at the following time and place:

West Fargo Park District  
601 26 Avenue East  
West Fargo, ND 58078  
April 8, 2019 - 10:00 a.m.

Proposals shall be enclosed in a sealed envelope or box, marked with the project title and name and address of the Proposer, and accompanied by a separate sealed envelope containing the proposal security and other required documents.

## **RFP—11: Budget**

### *11:01 Budget*

Bidders are instructed to fully utilize the dollars available in creating their proposed solutions. The budget for the site is to include all necessary materials, labor and equipment:

## **RFP—12: Selection Criteria**

### *12:01 Evaluation of Proposals*

- A. In evaluating Proposals, Owner will consider the qualifications of Proposers, whether or not the Proposals comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Financial Proposal Form or prior to the Notice of Award.
- B. Owner may consider the qualifications and experience of designers, contractors, subcontractors, suppliers, and other individuals and entities proposed for portions of the work. Owner may also consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work, when such data is submitted.

- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications, and financial ability of Proposers, proposed designers, contractors, subcontractors, suppliers, and other individuals and entities proposed to perform and furnish the work.

*12:02 Selection Process*

A. Evaluation of (Non-Financial) Portions of the Proposals

- 1. Qualifications: Each Proposal will be evaluated based on the relative capabilities of the identified firms making up each Proposer based on:
  - a. Experience with comparable projects.
  - b. Financial and bonding capability.
  - c. Managerial resources.
  - d. Abilities of professional personnel.
  - e. Past performance for West Fargo Park District.
  - f. Capacity to meet time and budget requirements.
  - g. Demonstrated ability to complete work in a timely and satisfactory manner.
  - h. Recent, current, and projected workload.
- 2. Technical: Each Proposal will be evaluated based on relative value of the following features:
  - a. Compliance with requirements of Proposal Request Documents.
  - b. Research and understanding of design and construction requirements.
  - c. Design concepts/drawings.
  - d. Outline specifications/proposed materials.
  - e. Durability of materials.
  - f. Management Plan.
- 3. Project Schedule
  - a. Review and consideration of presented construction schedule.

**RFP—13: Award of Contract**

*13:01 Contract Award/Rejection of Proposals*

- A. The Park Board for the West Fargo Park District reserves the right to contract with the Proposer whose proposal is recommended by the Technical Review Committee to be in the best interest for the West Fargo Park District.
- B. The Park Board for the West Fargo Park District reserves the right to reject any and all proposals or parts thereof, and to waive any irregularities.
- C. Not more than 25 days will elapse between the opening of the proposals and either the acceptance of a proposal or the rejection of all proposals presented.

**RFP—14: Signing of Agreement**

*14:01 General*

- A. When Owner gives a Notice of Award to Successful Proposer, it will be accompanied by the required number of unsigned copies of the Agreement. Within 5 days thereafter, Design/Builder shall sign and deliver the required number of copies of the Agreement to Owner with the other required documents including performance and payment bonds. Within 5 days thereafter, Owner shall deliver one fully signed copy to Design/Builder.

**RFP—15: Summary of Documents to be included in Proposal**

One (1) copy of the following:

1. Conceptual drawings.
2. Resilient material samples.
3. Catalog or literature of proposed materials.
4. Data information on specifications/proposed materials.
5. Outline of durability of materials.
6. Management plan.
7. Construction schedule.

**END**

## Performance Criteria

### PC-1—Defined Terms

1.01 Owner means West Fargo Park District, West Fargo, North Dakota.

### PC-2—Owner's Review

2.01 If an independent review of contract documents and/or observation of work in progress are performed, it shall be at the Owner's expense in a timely manner and shall not delay the orderly progress of the work.

### PC-3—Design/Builder's Basic Services and Responsibilities

3.01 The Design/Builder shall provide or cause to be provided and shall pay for design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

3.02 The Design/Builder shall submit Construction documents for review and approval by the Owner. Construction documents may include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

1. Be consistent with the intent of the Design/Builder's Proposal;
2. Provide information for the use of those in the building trades;
3. Include documents customarily required for regulatory agency approvals;
4. Include documents which will provide the Owner with a clear written record of how the structural, mechanical, electrical, or special systems elements are constructed, and part numbers for each component.
5. Include current catalog and page numbers/part numbers for each play component for review and approval by the Owner.
6. Include samples of resilient materials proposed for review and approval by the Owner.

3.03 The Design/Builder shall pay all sales, consumer, use, and similar taxes which had been legally enacted the time the Design/Builder's Proposal was first submitted to the Owner, and shall secure and pay for building and other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work which are either customarily secured after execution of a contract for construction or are legally required at the time the Design/Builder's Proposal was first submitted to the Owner.

3.04 The Design/Builder shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work at the park site.

3.05 Superintendent/Work Crew

- A. The Design/Builder shall employ a competent superintendent who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Design/Builder, be familiar with installing equipment from proposed manufacturer, and communications given to the superintendent shall be as binding as if given to the Design/Builder. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case. Superintendent must be a Certified Playground Safety Inspector.
- B. Work crews shall be experienced in similar construction methods. Crews shall remain consistent throughout duration of project.

3.06 The Design/Builder shall keep the Owner informed of the progress and quality of the work.

3.07 The Design/Builder shall be responsible for correcting work which does not conform to the Contract Documents.

3.08 The Design/Builder shall warrant to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the construction will be free from faults and defects, and that the construction will conform with the requirements of the Contract Documents.

- 3.09 The Design/Builder shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the project.
- 3.10 The Design/Builder shall pay royalties and license fees for patented designs, processes, or products. The Design/Builder shall defend suits and claims for infringement of patent rights and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Owner. However, if the Design/Builder has reason to believe the use of a required design, process, or product is an infringement of a patent, the Design/Builder shall be responsible for such loss unless such information is promptly furnished to the Owner.
- 3.11 The Design/Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations. At the completion of the work, the Design/Builder shall responsibly remove from the site waste materials, rubbish, the Design/Builder's tools, construction equipment, machinery, and surplus materials. This includes the containment and removal of trash/waste material including pallets. The Design/Builder is responsible for unloading equipment and materials at time of delivery. The Design/Builder will check over and verify all shipments. Storage of equipment and materials is the responsibility of the Design/Builder.
- 3.12 The Design/Builder shall notify the Owner when the Design/Builder believes that the work or an agreed upon portion thereof is substantially completed.

Schedule: Completion not later than July 1, 2019.

#### **PC-4— Warranty**

- 4.01 The Design/Builder shall warrant to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Owner in writing, that the work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The warranty shall extend for a period of one year after the date of Substantial Completion or Occupancy of the Work whichever occurs first. Longer warranties shall be provided when manufacturers and/or installers provide longer standard warranties, or when the Design/Builder's Proposal included an offer for longer warranties. The Design/Builder's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Design/Builder, improper or insufficient maintenance, improper operation, or normal wear and tear, and normal usage.
- 4.02 The one-year warranty period shall be extended with respect to portions of work first performed after Substantial Completion by the period of time between Substantial completion and the actual performance of the work.

#### **PC-5— Time Requirements**

- 5.01 The Design/Builder shall notify the Owner when the Design/Builder believes the work is substantially completed. If the Owner concurs, the Design/Builder shall be issued a Certificate of Substantial Completion that shall establish the Date of Substantial Completion and shall state the responsibility of each party. The Design/Builder shall follow the completion schedule:

The site shall be completed no later than July 1, 2019.

If time limits are not met, liquidated damages shall apply as outlined below.

- 5.02 Liquidated Damages. Design/Builder and Owner recognize that time is of the essence and the parties agree that delays beyond the completion date results in added burdens and expenses. Accordingly, Design/Builder and the Owner agree that as liquidated damages for delay (but not as penalty), Design/Builder shall pay the Owner \$500.00 for each day that expires after the specified completion date until all work is complete.

#### **PC-6—Protection of Persons and Property**

- 6.01 The Design/Builder shall be responsible for initiating, maintaining, and providing supervision of all safety precautions and programs in connection with the performance of the work.

- 6.02 The Design/Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:
- 1) employees on the work and other persons who may be affected thereby;
  - 2) the work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design/Builder or the Design/Builder's contractors; and
  - 3) other property at or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
  - 4) The design/Builder shall conduct a locate check for utilities prior to excavation and any other needs for locates will be the Design/Builder responsibility.
- 6.03 The Design/Builder shall be responsible for securing the site by suitable means to keep work areas restricted until the project is completed and approved by the Park Operations Manager. The submitted proposal address all safety measures the Design/Builder plans to implement for this project.
- 6.04 The Design/Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

#### **PC-7—Insurance and Bonds**

- 7.01 The Design/Builder shall secure the insurance specified below and shall cause its consultants/subcontractors to do likewise. All insurance shall be issued by an insurance company(s) acceptable to the Owner. The insurance specified in this policy directive may be in a policy or policies of insurance, primary or excessive. Certificates of all required insurance shall be provided to the Owner upon execution of a contract. Exceptions to this policy must be approved by the Owner's Attorney. The following coverage shall by minimums, and premiums paid by the Design/Builder shall not be construed as reimbursable by the Owner.
- 7.02 Workers' Compensation. The policy shall provide the statutory limits required by North Dakota law, \$500,000.
- 7.03 Commercial General Liability. The policy shall provide occurrence from contractual, personal injury, bodily injury, and property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the Owner and its representatives as an additional insured.
- 7.04 Automobile Liability. The policy shall cover all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits not less than \$1,000,000 combined single limit each occurrence. The required limit may include excess (umbrella) coverage.
- 7.05 The Design/Builder will provide the Owner with at least 30 days written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Design/Builder agrees to hold the Owner harmless from any liability, including additional premium due because of the Design/Builder's failure to maintain the coverage limits required.
- 7.06 Performance and Payment Bonds shall be provided in the total amount of the financial proposal. When the successful proposer delivers the executed agreement to the Owner, it must be accompanied by the required performance and payment bonds.

#### **PC-8—Changes in the Work**

- 8.01 Changes in the work shall be performed under applicable provisions of the Contract Documents, and the Design/Builder shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

- 8.02 A Change Order shall be based upon agreement between the Owner and the Design/Builder; a Construction Change Directive may be issued by the Owner without the agreement of the Design/Builder.
- 8.03 If conditions are encountered at the sites which are:
- 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or
  - 2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 15 days after first observance of the conditions. The contract sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim by either party made within 15 days after the claimant becomes aware of the conditions.
- 8.04 The Design/Builder shall be compensated for changes in the construction necessitated by the enactment or revision of codes, laws, or regulations subsequent to the submission of the Design/Builder's Proposal.

#### **PC-9—Correction of Work**

- 9.01 The Design/Builder shall promptly correct work rejected by the Owner or known by the Design/Builder to be defective or failing to conform to the requirements of the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. The Design/Builder shall bear costs of correcting such rejected work, including additional testing and inspections.
- 9.02 If, within one (1) year after the date of substantial completion of the work, or after the date for commencement of warranties established in a written agreement between the Owner and the Design/Builder, or by terms of an applicable special warranty required by the Contract Documents, any of the work is found to be not in accordance with the requirements of the Contract Documents, the Design/Builder shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Design/Builder a written acceptance of such condition.

#### **PC-10—Functional Requirements**

- 10.01 All signage required to properly direct users in continued use of Park facilities in a safe and orderly fashion during construction shall be furnished by the Design/Builder.
- 10.02 The Design/Builder shall follow good design and construction practices, consistent and compliant with the highest and best industry standards for methods, materials, and workmanship.
- 10.03 Any color options available shall be submitted for review and selection by the Owner.
- 10.04 Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design, and efficiency.

The evaluation of Proposals and determination as to equality of the products shall be the responsibility of the West Fargo Park District and will be based on information furnished by the Design/Builder or identified in his/her Proposal, as well as other information reasonably available to the West Fargo Park District.

**END**

## Financial Proposal Form

**P-1—Project Identification: RFP Tennis Court Resurfacing Project**

**P-2—This Financial Proposal is Submitted to: West Fargo Park District**

### **P-3—Proposer's Obligations and Representations**

- 3.01 The undersigned Proposer proposes and agrees, if his/her Proposal is accepted, to enter into an Agreement with Owner in the form included in the Proposal Request Documents, to perform and furnish all Work as specified or indicated in the Proposal Request Documents and in the Proposal Documents submitted by the Proposer, for the price and within the times indicated and in accordance with the other terms and conditions of the Proposal Request Documents.
- 3.02 This Financial Proposal will remain subject to acceptance for 30 days after the day of Financial Proposal opening. Proposer will sign and deliver the required number of counterparts of the Agreement with any Bonds and other documents required by the Proposal Request Documents within 15 days after the date of Owner's Notice of Award.
- 3.03 In submitting this Proposal, Proposer represents and agrees, as more fully set forth in the Agreement, that:
- A. Proposer has examined and carefully studied the Proposal Request Documents and the following Addenda (receipt of all which is hereby acknowledged).

#### **Addendum No.**

#### **Addendum Date**

- B. Proposer has visited the site and become familiar with the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the work.
- C. Proposer is familiar with all applicable federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Proposer has correlated the information known to Proposer, information and observations obtained from visits to the site, reviewing existing reports and drawings, and all additional examinations, investigations, explorations, tests, studies, and data he/she has performed or discovered.
- E. Proposer has given Owner written notice of all errors or discrepancies that Proposer has discovered in the Proposal Request Documents and the written resolution thereof by Owner is acceptable to Proposer, and the Proposal Request Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- F. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited another Proposer to submit a false or sham Proposal; Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

**P-4—Price**

4.01 Proposer will complete the work in accordance with the Proposal Request Documents and the Proposer’s Technical Submittals for the following lump sum price:

A. Base Bid

1. \_\_\_\_\_ (\$\_\_\_\_\_)

B. Alternate Bid

1. \_\_\_\_\_ (\$\_\_\_\_\_)

**P-5—Exhibits**

5.01 The following documents are included elsewhere in the submitted Proposal and made a condition of this Financial Proposal:

- A. Required Proposal Security in the form of Bid Bond, Certified or Cashier’s Check.
- B. North Dakota Contractor’s License.
- C. A tabulation of Engineers, Subcontractors, Suppliers and other persons and organizations required to be identified in the Proposal.
- D. Required Proposer’s Qualification Statement with supporting data.
- E. Technical Exhibits.

**P-6—Communications**

6.01 Communications concerning this Financial Proposal shall be directed to the address, phone number, facsimile number, and email address of **Proposer** indicated below.

**Proposer** certifies this Financial Proposal and his/her total Proposal submittal as:

**An Individual**

By \_\_\_\_\_  
(Individual’s Name)

Doing Business As: \_\_\_\_\_

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)

(Firm Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

**A Corporation**

By \_\_\_\_\_ (SEAL)

(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_ (SEAL)

(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

(Corporation Seal)

Attest \_\_\_\_\_

(Secretary)

Business Address:

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Phone No.:

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Facsimile No.:

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Date of Qualification to do Business as a foreign (out-of-state) corporation in state where

Project is Located:

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Federal I.D. No.:

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**A Joint Venture**

By \_\_\_\_\_ (SEAL)

(Name)

---

(Address)

By \_\_\_\_\_ (SEAL)

(Name)

---

(Address)

Business Address:

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Phone No.:

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Facsimile No.:

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Federal I.D. No.:

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(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

## **Request for Proposal Tennis Court Resurfacing 2019**

**West Fargo Park District, West Fargo, North Dakota is seeking qualified Tennis Court Construction Firms to Resurface 4 concrete base tennis courts at Herb Tintes Park, 131 6<sup>th</sup> Avenue East, West Fargo, ND. The RFP shall include all labor and materials.**

Notice is hereby given that sealed bids will be received at the West Fargo Park District, 601 26 Avenue East, West Fargo, until 10:00 A.M. April 8, 2019 Tintes Park in accordance with specifications.

RFP Documents may be obtained from Owner at 601 26<sup>th</sup> Avenue East, West Fargo, 58078 or by emailing Barb Erbstoesser at [barb@wfparks.org](mailto:barb@wfparks.org).

Sealed proposals will be received at the office of the West Fargo Park District Executive Director, until 10:00 A.M. April 8<sup>th</sup>, 2019 Central Standard Time. Bids received after said time will be returned unopened. Oral, electronic or telephone proposal and modifications will not be considered. Proposals shall not be withdrawn by any bidder for a period of thirty (30) calendar days after the opening of bids. Proposals submitted on forms other than the one provided will not be considered.

Proposals must be accompanied by a separate envelope containing a bidder's bond in the sum equal to five percent (5%) of the full amount of the bid executed by the bidder as principal and by a surety company authorized to do business in this state, conditioned that if the bidder's bid be accepted and the contract be awarded to the bidder, the bidder, within twenty five (25) days after notice of award, will execute and effect a contract in accordance with the terms of the bidder's bid as required by law and the regulations and determinations of the Owner.

Bidders must hold a North Dakota Contractor's License and carry North Dakota Worker's Compensation Insurance as required by law. The required bid bond envelope shall contain a copy of the Contractor's License or Certificate of Renewal thereof issued by the Secretary of State as required by law.

Owner reserves the right to hold all bids for a period of thirty (30) days after the day fixed for receipt of bids, and the right to reject any or all bids and to waive any informalities.

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Barb Erbstoesser  
Executive Director of  
West Fargo Park District

REQUEST FOR PROPOSAL  
For Herb Tintes Park Tennis Court Resurfacing 4 courts  
Located at 131 6<sup>th</sup> Street East, West Fargo, ND  
Work performed for the WEST FARGO PARK DISTRICT

**General Description of Work to be performed:**

Clean, paint and seal surface of four (4), concrete base, tennis courts including perimeter boundary areas (two (2) color as selected by owner and stripe regulation lines (white) and line eight (8) pickleball courts (line color by owner) (see attached diagram).

**Base Cost**

- Power-wash existing court surface removing loose failing surfacing and unwanted dirt and debris.
- Touch up and reseal, with compatible sealant, up to 4,920 lineal ft of expansion / control joint.
- Apply layer of two component water based epoxy ti-cote adhesion promoter to exposed areas of concrete.
- Clean and fill minor random cracks with appropriate filler.
- Fill larger pock marks with acrylic court patch binder mix of patch binder, silica sand and Portland cement.
- \* Fill up to forty sq. ft. low areas holding water with acrylic court patch binder mixed with silica sand and Portland cement and sand smooth.
- Apply two layers of California Products Plexi-Pave color (color to be selected by owner).
- Layout and stripe four (4) regulation tennis court playing lines. (white)
- Layout and stripe eight (8) pickle ball courts. (color to be selected by owner)
- Proposer to provide warranty information

Base Cost Not to Exceed \$ \_\_\_\_\_

**Alternate 1 – layer of acrylic resurfacer**

- Apply layer of sand fortified acrylic resurfacer prior to applying color.

Cost Not to Exceed \$ \_\_\_\_\_

**Project Notes:**

- *Owner* will supply suitable on-site water source/garden hose hook-up to the tennis court.
- \* Above prices are based on filling low areas holding water not to exceed 40 sq ft. Filling of low areas greater than that amount will be done on a time and material basis as communicated with the *owner* prior to completing.
- Although cracks will be filled, they may return at any time and are not warranted.
- Although low spots will be filled to the best of our ability Madsen Specialties does not guarantee that all low spots will be removed.
- Alternate prices are only applicable if used in conjunction with Base Bid.
- Two-year workmanship and material warranty. The warranty, however, does not cover delamination caused by sub-surface moisture wicking up through the concrete.
- West Fargo Park District is a tax exempt entity.