

**TOWN OF WINDHAM  
Invitation to Bid**

**Tokanel Tennis Court and Fence Repair– Town of Windham**

The Town of Windham is currently inviting bids from qualified individuals or companies, acting singularly or in consortium, to repair and resurface one tennis court and fencing around the court at the Town's **Tokanel Park on Meadow Rd, Windham, NH.**

**A mandatory pre-bid conference is scheduled at the project site at 9:00 am on August 25, 2015. All prospective bidders are required to have a representative present at this meeting.**

Specifications may be obtained at [www.windhamnewhampshire.com](http://www.windhamnewhampshire.com) or at the Administrative Offices, 4 North Lowell Road, Windham, NH. Bids are due by September 9, 2015 at 2:00 PM, and will be considered for award by the Board of Selectmen at their meeting on September 14, 2015. Bidders may have a representative present at said Board of Selectmen's meeting.

The Town reserves the right to reject any and all bids, to award bids in whole or in part, waive technicalities or informalities, and to accept any bid deemed to be in the best interest of the Town of Windham.

**BID SPECIFICATIONS**  
**TENNIS COURT AND FENCE REPAIRS – TOKANEL PARK**

**SECTION I - GENERAL REQUIREMENTS:**

- A) **A mandatory pre-bid conference is scheduled at the project site at 9:00 am on August 25, 2015. All prospective bidders are required to have a representative present at this meeting.**
- B) Bids for repairing and resurfacing the tennis court and fence repairs must be submitted to the Asst. Town Administrator, Town of Windham, NH, 4 North Lowell Road, Windham, NH 03087, NO LATER THAN 2:00 PM on September 9, 2015. Bids are to be submitted in a sealed envelope, clearly marked *Tokanel Tennis Court and Fence*. A bidder may attach any explanatory materials, brochures, or other documents, which it may feel of use in the presentation of its bid.

Bids will be publicly opened and read at this time by the Asst. Town Administrator or designee, and will be considered for award at the Board of Selectmen's September 14, 2015 meeting.

The Town of Windham will not be responsible for late mail deliveries and no bid will be accepted if received after the time stipulated above. No facsimile bids will be accepted. Any unopened bids will be returned to the vendor. All inquiries relative to this bid shall be directed to:

Cheryl Haas, Recreation Coordinator  
4 North Lowell Rd  
Windham, NH 03087  
(603) 432-7732

The Town is a tax exempt organization.

- C) All bids shall be valid for at least 120 days from the due date. No bid may be withdrawn prior to 120 days from the due date. The Town may request additional information after the bid opening.
- D) The Town is seeking a single turnkey bid. However, the Town will accept separate contracts for individual phases under these specifications, if one company agrees to oversee and accept the responsibility for the entire contract. The Town may request references for any bidders and/or subcontractors. Insurance certificates for bidders and subcontractors shall be provided in accordance with Section VII.
- E) Vendors may submit multiple bids. Each bid will be evaluated separately.
- F) The Town of Windham reserves the right to reject any and all bids, either in whole or in part; to waive any defects, informalities and/or irregularities in bid responses; to accept substitutions or exceptions to these requirements; to negotiate with the successful vendor; and to otherwise act as shall be determined by the Board of Selectmen to be in the best interest of the Town.

**SECTION II- EVALUATION PROCESS:**

The evaluation process will include each bid being reviewed by the Maintenance Director, Recreation Coordinator and Recreation Committee. The final recommendations will be submitted to the Town Administrator and Board of Selectmen for their approval.

Vendors’ bids will be evaluated against specifications as presented in this document. No award will be made to any vendor who cannot satisfy the Board of Selectmen that they have sufficient ability and experience in this class of work and sufficient capital and plan to enable them to prosecute and complete delivery of the services successfully within the time frame defined herein. The Board’s decision or judgment on these matters shall be final, conclusive, and binding.

**SECTION III- TIME TABLE:**

The following schedule shall be adhered to under these specifications:

Bid Solicitation -	August 14, 2015 to September 9, 2015
Bid Due Date/Opening -	September 9, 2015 at 2:00 PM
Bid Award -	September 14, 2015 at Selectmen’s Meeting
Job Completion -	October 15, 2015

**SECTION IV- SCOPE OF WORK:**

The Tokanel Park Tennis Court is located at 3 Meadow Rd off of Lowell Rd.

The work under these specifications includes all labor, materials, staging, and equipment required to do the work which is specified, or reasonably implied in this document. The work to be performed shall include:

**General Provisions:**

1. The vendor shall be responsible for any work needed to remove and dispose of all the old materials and other waste products in a manner consistent with environmentally safe practices, and not left on site.
2. The contractor shall also be responsible for properly marking or closing off any areas as work areas, in order to avoid damage to vehicles or pedestrians;
3. All work shall be performed in a professional, workmanlike manner in all applicable standards and specifications;
4. Work must be completed no later than October 15, 2015 and the surrounding areas cleaned of all remaining debris and equipment by this date.

**A. Site Preparation Work**

1. Remove tree branches that are encroaching into court and or fence/fence line.
2. Remove dead stumps in the area under fence/fence line.
3. Remove trees and other vegetation around area of court and fence perimeter as detailed by the Town during the mandatory pre-bid meeting on August 25, 2015.

## **B. Tennis Court:**

1. Remove portions of fence to work on the project, making sure to lessen the amount of fence removed to only that which is absolutely needed to complete the project's scope of work.
2. Remove vegetation, if any, from all the cracks on playing surface as well as under center fencing, and thoroughly clean with the use of brooms and air pressure.
3. Clean entire surface of court area with compressed air ensuring that the cracks are thoroughly cleaned out.
4. Fill structural cracks with concrete fortified with an acrylic binder. Install a base in the cracks where needed. Properly repair any holes in the courts, and fence line areas that are not level prior to or due to the stump/tree removal.
5. Fill depressed areas around fence post footings as needed with concrete fortified with an acrylic binder.
6. Shim repaired cracks with multiple coats of repair fill. Fill hairline cracks with rubberized liquid crack sealer.
7. Remove old tennis net posts; supply and install two (2) new net posts in new concrete footings with one (1) anchor footings.
8. Sweep and clean area to be resurfaced with compressed air.
9. Apply two (2) coats of color coating to entire surface area. Texture coat to contain proper amount of sand to provide a tough wearing base. Top coat to contain proper pigment to give a long lasting and attractive surface. Paint color to be light green in playing area (inbound) and dark green on outbound area.
10. Apply one (1) sets of hand painted, regulation tennis lines with white textured paint.

## **C. Entrance to Courts:**

1. Remove existing pavement which current serves as an entrance to the courts.
2. Provide appropriate fill and materials to bring surface from the dirt parking area to the court gate in a manner that ensures the entrance is ADA accessible for slope, pitch, and rise.
3. Pave the accessible area to the court gate.
4. Ensure that the area is properly regarded and surfaced to allow water to properly shed off to prevent erosion.

## **D. Fencing:**

1. The Town request the vendor to supply, separate from the court and entrance repairs bid, a price to remove all the existing fencing around the entire perimeter of the courts and supplying and installing same with an equivalent length and gauge of fence, inclusive of a bottom rail.
2. As an alternative to replacing the entire fence, the Town also request a price to supply and install just the sections of fence that were removed to properly perform the court and entrance repairs, matching the fence in all respects to that which will remain from the current fencing.

**SECTION V- PAYMENT TERMS:**

The successful bidder will be paid within thirty days of the date the project is completed and accepted by the Recreation Coordinator and Committee.

**SECTION VI- PENALTY:**

If, for any reason, the vendor fails to fulfill the terms of the bid, including the timeframes for completion, the Town shall have the right to impose penalties of up to \$100 per day.

**SECTION VII- INSURANCE:**

- 1. **WORKER’S COMPENSATION INSURANCE** - The vendor shall purchase and maintain such insurance as necessary to protect them from claims under worker’s compensation acts, and for any claims for damages for personal injury, including death, which may arise from operations under this contract and in case any such work is sublet, the vendor shall require the subcontractor similarly to provide like insurance for all of the latter’s employees to be engaged in such work.
- 2. **PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE** - The vendor shall purchase and maintain such public liability and property damage insurance as shall protect them, any subcontractor performing work covered by this bid, and the Town from claims for damage for personal injury, including accidental death, as well as from claims for property damage, real or personal, to property owned or in the custody of private individuals, firms, or corporations, or associations and to property owned by, or in the custody of the State, which may arise from operations under this bid by themselves or any subcontractor or by anyone directly or indirectly employed by the vendor.
- 3. **CERTIFICATES** - The vendor shall file preliminary certificates with the bid submission showing that the above insurance has been purchased, for both the primary bidder and any subcontractors that will be conducting the work. The adequacy of protection shall be subject to the approval of the Board of Selectmen.

**SECTION VIII - REFERENCES:**

A list of references may be requested for review by the Town.

**SECTION IX- NON COLLUSION CLAUSE:**

“The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section the word “person” means any natural person, joint venture, partnership, corporation or other business or legal entity. Further, I certify that the items to be supplied by my firm will meet or exceed the specifications as listed in this request for bid.”

FIRM: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 \_\_\_\_\_ NAME (PRINT): \_\_\_\_\_  
 \_\_\_\_\_ TITLE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

**BID FORM – TOKANEL COURTS**

*Note: Vendors are welcome to bid on individual projects, or any combination thereof. The Town reserves the right to award the bid for each individual component of the project, or collectively, as deemed to be in the best interest of the Town.*

Cost for Repairs to **Tennis Court**, including all tasks outlined in Section IV- A and B \$ \_\_\_\_\_

Cost for Repairs to **Entrance to Court**, including all tasks outlined in Section IV- C \$ \_\_\_\_\_

Cost for Repairs to **Fence**, including all tasks outlined in Section IV- D (1) \$ \_\_\_\_\_

Alternate Cost for Repairs to **Sections of Fence**, including all tasks outlined in Section IV- D (2) \$ \_\_\_\_\_

Other Costs, if any \$ \_\_\_\_\_ Explain \_\_\_\_\_

Note any exclusions/exceptions: \_\_\_\_\_