



PO Box 1111 Statesville, NC 28687

Informal Invitation to Bid (ITB) is Due By: Monday, August 25th, 2025, by 2pm EST

Project Name and Location: ITB-Pickleball Courts at Martin Luther King Jr. Park

The City of Statesville Recreation and Parks Department is informally requesting bids for the performance of the following work. Bids shall be binding for 30 days. Information regarding this Informal Bid Request may be obtained from H Patton, Assistant Facilities and Events Manager, 704-878-3429, hpatton@statesvillenc.net. Bids will be received by email no later than 5pm EST on or before Friday, August 8th, to hpatton@statesvillenc.net. **Emailed bids should reference Project Name and Location in the Email Subject Field.**

PROJECT DESCRIPTION: See **Exhibit 1** for a detailed description of the project scope and requirements.

PROJECT SCHEDULE: The Contractor shall begin the work upon receipt of the Purchase Order, and expeditiously, with adequate forces, complete the work within the specified calendar days. The required milestone dates, and completion date are included in **Exhibit 1**. The contractor shall coordinate all work with Operations personnel to ensure minimal disruption to daily activities.

TERMS AND CONDITIONS

The City of Statesville Contract is included in **Exhibit 2**. The selected contractor will be required to sign this contract.

FORM OF BID

The Form of Bid is included as **Exhibit 3**

HISTORICALLY UNDERUTILIZED BUSINESSES

Pursuant to General Statute 143-48 and Executive Order #150, The City of Statesville invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

www.statesvillenc.net

EXHIBIT 1 – SCOPE OF WORK

PRE-BID MEETING: N/A

SCOPE OF WORK & SCHEDULE

The contractors are responsible for all items required to complete the scope of work; those items being included in the scope of work even if not listed below. The subcontractor's workmanship shall be equal to or exceed the workmanship of reputable contractors performing similar work. **Contractor shall perform the following scope of work in compliance with all federal, state, and local codes and in accordance with any plans, specifications and engineered drawings, design, or criteria. Pickleball drawing attached to end of this document.**

- The general scope involves demolition of Horseshoe Pits and construction of specified Pickleball courts. Work to include but not limited to **Demolition of horseshoe pits, surrounding fencing, and current Asphalt. Installation of new concrete, fencing, surfacing materials, lining, and Pickleball nets, posts, center straps,** and all incidental work relating to the project to provide complete and fully functional operating pickleball courts. Contractor is responsible for scope and to verify all dimensions and sizes.
- The project requires the demolition, removal and disposal of 12 horseshoe pits, asphalt, and fencing surrounding those 12 horseshoe pits
- Grading should see a slope between .83% and 1% for proper runoff
- Concrete base of 5" with a 3,000 psi
- Surface consisting of SportMaster Acrylic Resurfacer or comparable product
- Fencing in the style of Black Vinyl Coated with a perimeter of 10ft and internal dividing fences of 4ft in height
- Installation of new pickleball net systems for 4 courts which include posts, nets, and anchored center straps
- The total area is estimated to be 136ft by 64ft or roughly 8,704 square feet

GENERAL

- Lump Sum Bid to include all applicable taxes, shipping costs, and delivery lead time once selections made.
- The contractor shall provide City of Statesville with a list of subcontractors along with subcontractor's contact information that will be performing work for the contractor.
- The contractor shall supply submittals, shop drawings, color selections samples, schedule of construction, and a schedule of values prior to commencement of the work.
- The contractor shall schedule and perform the work without impeding or interfering with day-to-day activities and functions. This may include installing temporary routes, barricades, etc... for the protection of the public where the work is to be performed.
- The Contractor shall obtain the required permits, give all notice and comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work under this Agreement. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Owner, he shall bear all cost arising therefrom. All work shall conform to the North Carolina State Building Codes and other state and national codes as are applicable.
- Contractor will be responsible for having all utilities, power lines, water lines, sewer lines, gas lines, telephone lines, data lines, communication lines, etc located by locating service as necessary.
- Contractor shall maintain a safe and clean work environment. Contractor shall maintain a dumpster on site for duration of the project with periodic hauling off trash and construction debris. Contractor is responsible for daily cleanup of any trash and construction debris to maintain a safe and clean job site.
- Contractor shall provide its employees and subcontractors with a portable restroom facility to be maintained, cleaned, and emptied weekly. Only if applicable.
- Work area is to be left safe at the close of each workday. Leave no unfilled/protected holes. Remove all aluminum cuttings/waste immediately. Do not interrupt power, telephone, or communication systems. Coordinate work with H Patton III.
- **Safety:** Contractor shall erect barriers as needed, to prevent pedestrians and vehicles from entering the work area. Contractor to provide and use any and all equipment needed to complete the work following all OSHA guidelines and requirements.
- Contractor shall complete Architect's, Engineer's, or Owner's punch list before final payments and release of retainage, if applicable.
- Upon completion of the work the contractor is to perform a final construction cleaning of all surfaces and areas associated with this project.
- **Contractors must be properly licensed per Chapter 87 of the North Carolina General Statutes.**

CHANGE ORDERS:

1. Any change order request by contractor shall be in writing. The change order shall be signed by contractor, owner, and city Engineer if applicable before any additional work is performed.

Warranty: Provide Mfg. Standard Warranty on all Materials; Provide Standard Industry Warranty on Installation.

SCHEDULE:

- Contract award: Estimated to August 28th, 2025
- Anticipated Project Start Date: September 8th, 2025
- Project Completion Date: Anticipated completion date is approximately 90 days
- Submittals to be provided upon receipt of PO to assure materials available at project start date
- Contractor to provide Schedule to H Patton III including permitting, submittals, construction start, delivery dates, timeline for major construction activities, final clean-up, and punch list
- If work involves weekends or holidays Contractor to have schedule approved in advance by H Patton III.

Exhibit 2
CONTRACT

**CITY OF STATESVILLE,
NORTH CAROLINA**

THIS CONTRACT is made, and entered into this ____ day of _____, by and between the **CITY OF STATESVILLE**, a political subdivision of the State of North Carolina, (hereinafter referred to as “THE CITY”), and, _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as “CONTRACTOR”).

For and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

- 1. SCOPE OF SERVICES.** CONTRACTOR hereby agrees to provide the services and/or materials and/or equipment under this Contract pursuant to the provisions and specifications identified in “SCOPE OF WORK” (hereinafter collectively referred to as “Services”). The Scope of Work is hereby incorporated herein and made a part of this Contract. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.
- 2. TERM OF CONTRACT.** The Term of this Contract for Services begins on the effective date of this Contract until the completion of the Project that is outlined in Scope of Work, unless sooner terminated as provided herein. The CONTRACTOR shall commence work to be performed under this agreement on a date to be specified in written order of the CITY and shall fully complete all work hereunder within ____ consecutive calendar days from said date.
- 3. PAYMENT TO CONTRACTOR.** The CITY hereby agrees to pay to the CONTRACTOR for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States as follows:

Summary of Project Costs:

Total Project: \$ _____
Owner’s Expenses/Reserves: \$ N/A _____

CONTRACTOR shall receive from THE CITY an amount noted above as full compensation for the provision of Services. THE CITY agrees to pay CONTRACTOR once all installations are completed and performed to the satisfaction of THE CITY, in accordance with this Contract, and Sope of Work. Unless otherwise specified, CONTRACTOR shall submit an itemized invoice to THE CITY. A Purchase Order number may be assigned to encumber the funds associated with this Contract and must appear on the invoice and correspondence mailed to Purchaser. Payment will be processed promptly and within thirty (30) calendar days upon receipt and approval of the invoice by THE CITY.

- 4. INDEPENDENT CONTRACTOR.** THE CITY and CONTRACTOR agree that CONTRACTOR is an independent contractor and shall not represent itself as an agent or employee of THE CITY for any purpose in the performance of CONTRACTOR’s duties under this Contract. Accordingly,

CONTRACTOR shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONTRACTOR's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONTRACTOR, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify and hold harmless THE CITY and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from CONTRACTOR's performance of this Contract or the actions of the CONTRACTOR or its officials, employees, or contractors under this Contract or under contracts entered into by the CONTRACTOR in connection with this Contract. This indemnification shall survive the termination of this Contract.

In addition, CONTRACTOR shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, CONTRACTOR shall maintain, at its expense, the following minimum insurance coverage:

General Liability \$1,000,000, occurrence based
Auto Liability \$1,000,000, combined single limit for bodily injury and property damage
Workers Compensation, statutory limit.

CONTRACTOR, upon execution of this Contract, shall furnish to THE CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty (30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR's liability and obligations under the Contract.

6. **LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL.** All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of expertise as required by applicable North Carolina law.
7. **CONFIDENTIALITY.** All data and information, both written and verbal, furnished to Contractor by the City shall be regarded as confidential, shall remain the sole property of the City and shall be held in confidence and safekeeping by Contractor for the sole use of the parties and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the City or the City's designated legal counsel, accountants or practice management consultants any information about City, its practice or billing.

8. HEALTH AND SAFETY. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

9. NON-DISCRIMINATION IN EMPLOYMENT. During the performance of this Contract the CONTRACTOR, agrees as follows:

(A) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(B) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(C) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR'S legal duty to furnish information.

10. GOVERNING LAW. This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in Iredell County and the State of North Carolina.

11. TERMINATION OF CONTRACT.

A. Termination Without Cause. This Contract may be terminated, without cause, by either party with seven (7) days written notice. CITY shall pay CONTRACTOR for all work executed and for all proven loss, cost, or expense in connection with the work, plus all demobilization costs.

B. Termination With Cause.

1. If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this Contract in a timely and proper manner, THE CITY shall notify CONTRACTOR of their breach of contract. If the breach is not corrected within ten (10) days, THE CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items or goods prepared or delivered by the CONTRACTOR to THE CITY under this Contract shall, at the

option of the CITY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provisions, the CONTRACTOR shall not be relieved of liability to THE CITY for damages sustained by THE CITY by virtue of the CONTRACTOR'S breach of this Contract, and THE CITY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due THE CITY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, THE CITY may procure the Contract services or goods from other sources and hold the CONTRACTOR responsible for payment of any excess cost occasioned thereby.

2. The filing of a petition for bankruptcy by CONTRACTOR shall be an act of default under this Contract, and THE CITY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof.

12. REMEDIES FOR BREACH OF CONTRACT. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party. Upon such termination, and in addition to the rights and remedies outlined in paragraph 11 above, the parties shall be entitled to such additional rights and remedies as may be allowed by relevant law.

13. SUCCESSORS AND ASSIGNS. CONTRACTOR shall not assign its interest in this Contract without the written consent of THE CITY. CONTRACTOR has no authority to enter into contracts on behalf of THE CITY.

14. COMPLIANCE WITH LAWS. CONTRACTOR represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.

15. E-VERIFY. As a condition of payment for services rendered under this agreement, CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR provides the services to the CITY utilizing a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONTRACTOR shall verify, by affidavit, compliance of the terms of this section upon request by the City.

16. IRAN DIVESTMENT ACT. CONTRACTOR certifies that they are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. 143C-6A-6(a).) It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

17. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. The vendor or contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each vendor or contractor to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

18. GOOD STANDING WITH CITY. CONTRACTOR certifies that it is not delinquent on any taxes, fees, or other debt owed by CONTRACTOR to THE CITY. CONTRACTOR covenants and agrees to remain current on any taxes, fees, or other debt owed by CONTRACTOR to THE CITY during the Term

of this Contract.

- 19. NOTICES.** All notices which may be required by this contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

CITY OF STATESVILLE:

ATTN:

CONTRACTOR:

ATTN:

- 20. AUDIT RIGHTS.** For all Services being provided hereunder, THE CITY shall have the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both parties. Notwithstanding the foregoing, CONTRACTOR must make the materials to be audited available within one (1) week of the request for them.
- 21. CITY NOT RESPONSIBLE FOR EXPENSES.** THE CITY shall not be liable to CONTRACTOR for any expenses paid or incurred by CONTRACTOR, unless otherwise agreed in writing.
- 22. ANNUAL APPROPRIATIONS AND FUNDING.** This Agreement may be subject to the annual appropriation of funds by the City of Statesville Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, then the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement up to and through the last day of service as outlined in Paragraph 11A.
- 23. EQUIPMENT.** CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
- 24. ENTIRE CONTRACT.** This Contract, including Attachment 1, shall constitute the entire understanding between THE CITY and CONTRACTOR and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
- 25. HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
- 26. EXISTENCE.** CONTRACTOR warrants that it is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
- 27. AUTHORITY.** By execution hereof, the person signing for CONTRACTOR below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONTRACTOR.

28. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT.

A. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et. seq

B. The CONTRACTOR agrees to report each violation to THE CITY and understands and agrees that THE CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with Federal assistance provided by FEMA.

29. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

IN TESTIMONY WHEREOF, the parties have expressed their agreement to these terms by causing this Service Contract to be executed by their duly authorized office or agent.

CITY OF STATESVILLE

CONTRACTOR

By: _____

By: _____

Printed Name:

Printed Name:

Title:

Title:

EXHIBIT 3 - BID FORM - INFORMAL BID REQUEST

PROJECT DESCRIPTION: _____

Company Name/License #: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Contact Office Phone: _____

Contact Mobile Phone: _____

Contact Email: _____

Company Name Proposes to do the above specified project for:

ACKNOWLEDGEMENT OF ADDENDUMS:

1.) _____ 2.) _____ 3.) _____ 4.) _____

Total Project Cost \$ _____

Unless otherwise noted, the Total Project Cost includes all material, labor, permitting, freight, taxes, and other charges.

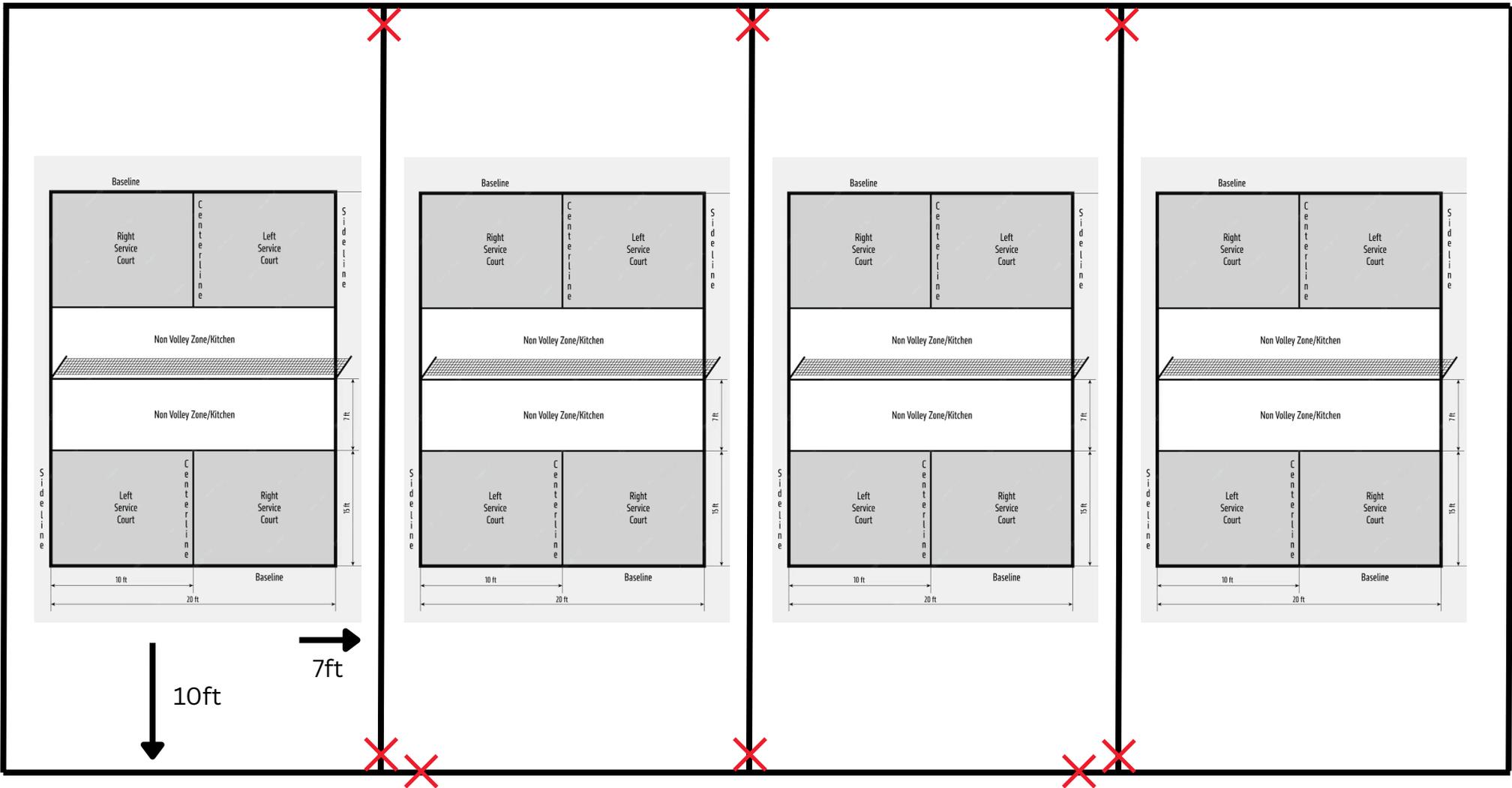
Bids are to be valid for 30 days. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Name, Position of Company Representative Signature Date

Projects will be awarded based on cost, adherence to Informal Bid Request requirements, contractor's ability to meet the schedule, and contractor's references. Contractor must be able to comply with City of Statesville Terms and Conditions. The City of Statesville has a right to reject any or all bids, and to waive any or all informalities.

136 ft

64ft



✗ = swinging gate

- There should be 7ft between the side of the court line and the next dividing fence

- There should be 10ft between the baseline of the court and the perimeter fence

- Perimeter fence height should be 10ft while internal divide fencing should be 4ft