

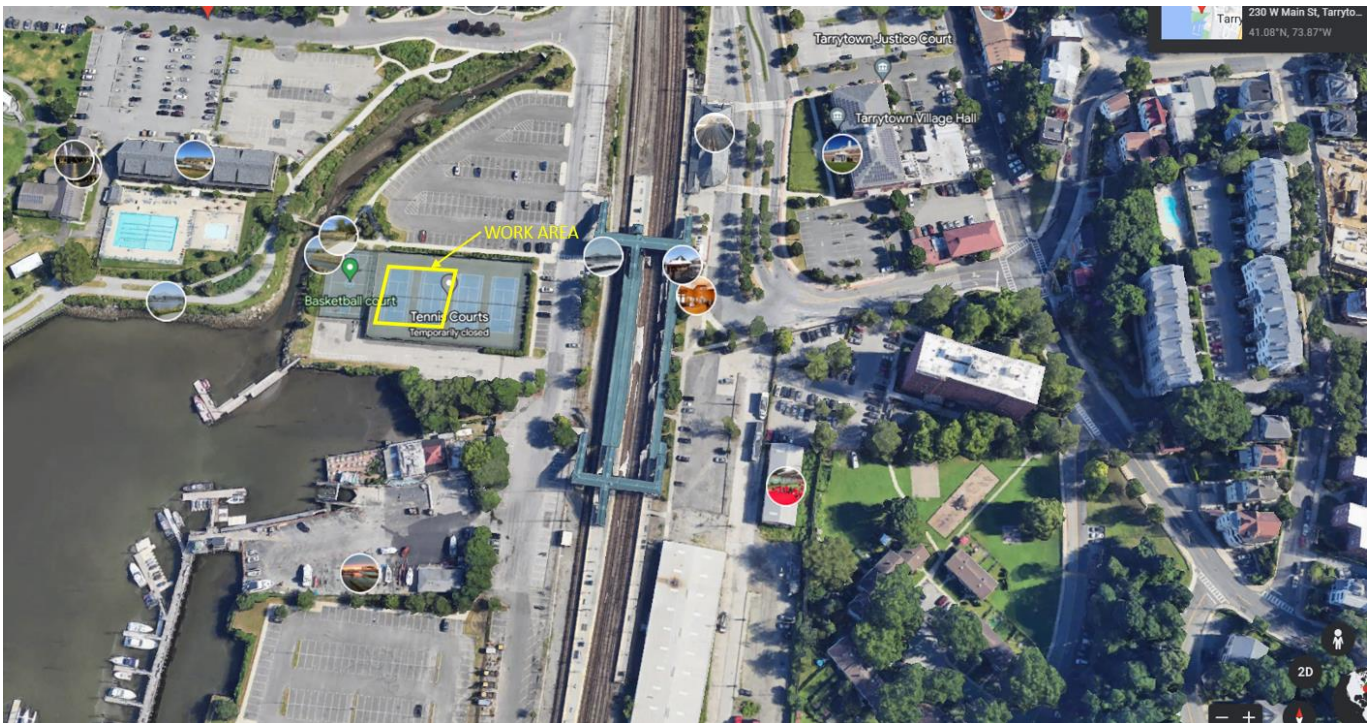


# VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3199

**REQUEST FOR PROPOSAL**  
**Striping of Pickleball Court on existing Tennis Court**  
**At Pierson Park**  
**Tarrytown, NY 10591**  
**April 18, 2023**

Bidders are requested to submit proposals for: striping four (4) pickleball on two (2) existing tennis court, providing and installing divider curtain with ancillary materials at the above location. All work shall be performed in accordance with all Federal, State, County and Local regulations.



## PART 1 - GENERAL

**A. Information: Request for Proposal:**

Issued by: Village of Tarrytown  
Building/Engineering Department  
One Depot Plaza  
Tarrytown, NY 10591

Contact: Donato R. Pennella, P.E. Village Engineer  
Telephone: 914-631-3668  
Email: [dpennella@tarrytowngov.com](mailto:dpennella@tarrytowngov.com)

**Bid Due Date & Time:** April 18, 2023 by 11:00 a.m.

The Village of Tarrytown is an Equal Opportunity Employer. Bidders shall comply with all Federal, State and Local hiring practices. All proposals must be based on utilization of N.Y.S prevailing rates and wages. Certified payrolls will be required.

The Village of Tarrytown reserves the right to accept or reject any or all proposals, or portions of a proposal, if deemed in the best interest of the Village of Tarrytown.

- B. Scope of Work:** Provide all labor, products and equipment for striping four (4) pickleball courts on two (2) existing tennis court, and install 3 posts with guy wire to support a weighted curtain divider between tennis court and newly installed pickleball court.
- a. Stripe four (4) courts for Pickleball on existing two (2) Tennis Court per the US Pickleball and ASBA guidelines; producing sharp, white lines. Please see Figure 3 on page 6.
  - b. Install three (3) galvanized steel post and weighted curtain divider between newly installed pickleball court and tennis court. Please see figure 1 – post detail installation and figure 2 – post/anchors specifications and locations on pages 4 and 5 respectively.

**Part 2 – SPECIFICATIONS**

- Concrete ACI 318 - 3000 psi
  - 3-1/2” Galvanized Steel Post
  - 4”  $\Phi$  PVC sleeve
  - 3” Galvanized Steel Post with 4”  $\Phi$  Sleeve Galvanized
  - 3/8”  $\Phi$  Galvanized Steel Cable single layer (7-wire strand) minimum nominal strength 4000 lbs.
  - Accessories turnbuckle & galvanize steel caps
  - 1/2”  $\Phi$  Galvanized Guy Wire Anchors – “L” x 12
  - Anchor bolts
  - Galvanized steel post strap
  - Divider Curtain – 18 Gauge twisted knotted nylon 1-3/4 mesh squared – vinyl and lead core rope bottom (weighted)
- **ALL METALS SHALL HAVE A SHOP APPLIED EXTERIOR COATING (BLACK)**

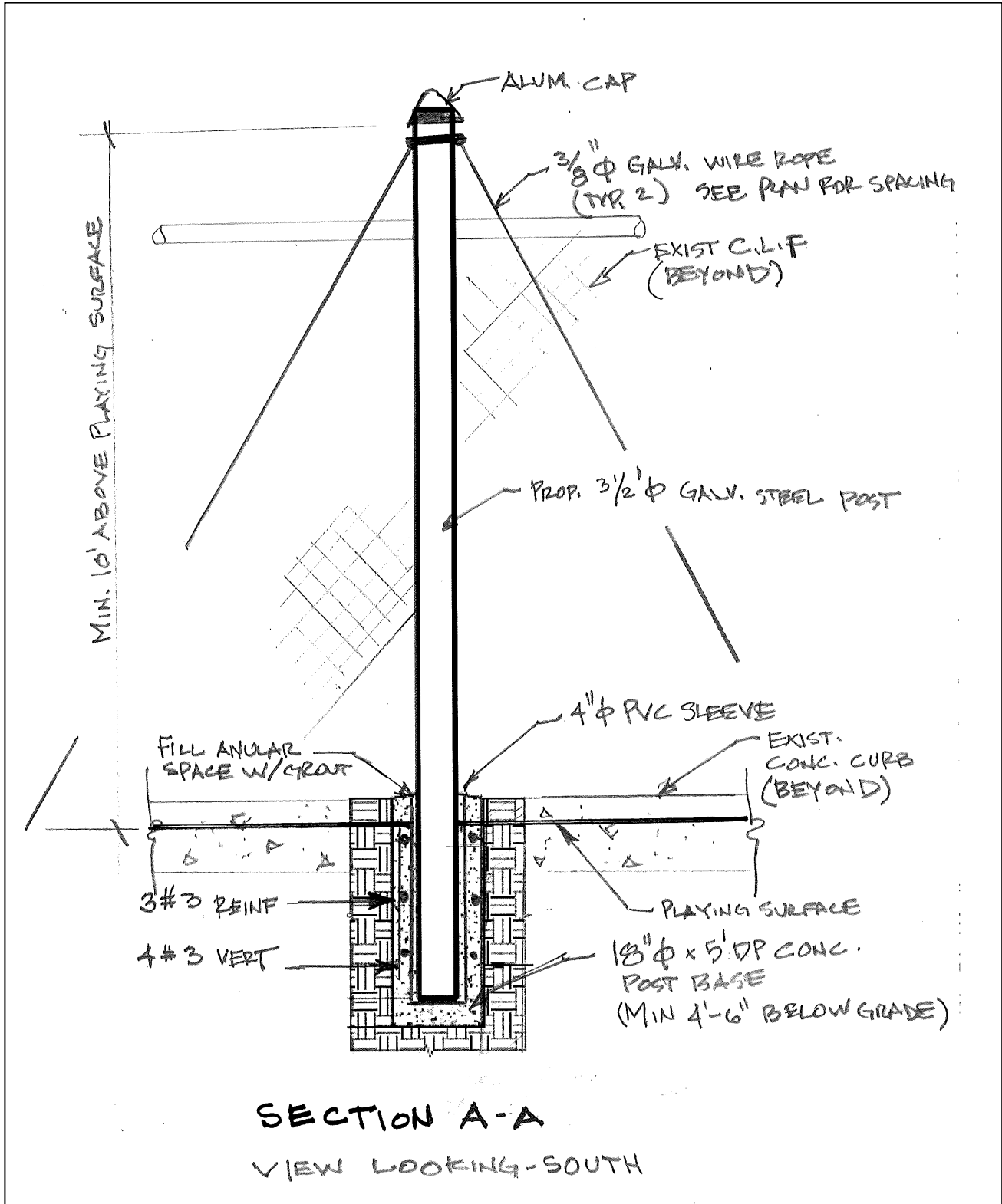


Figure 1:  
Post installation detail

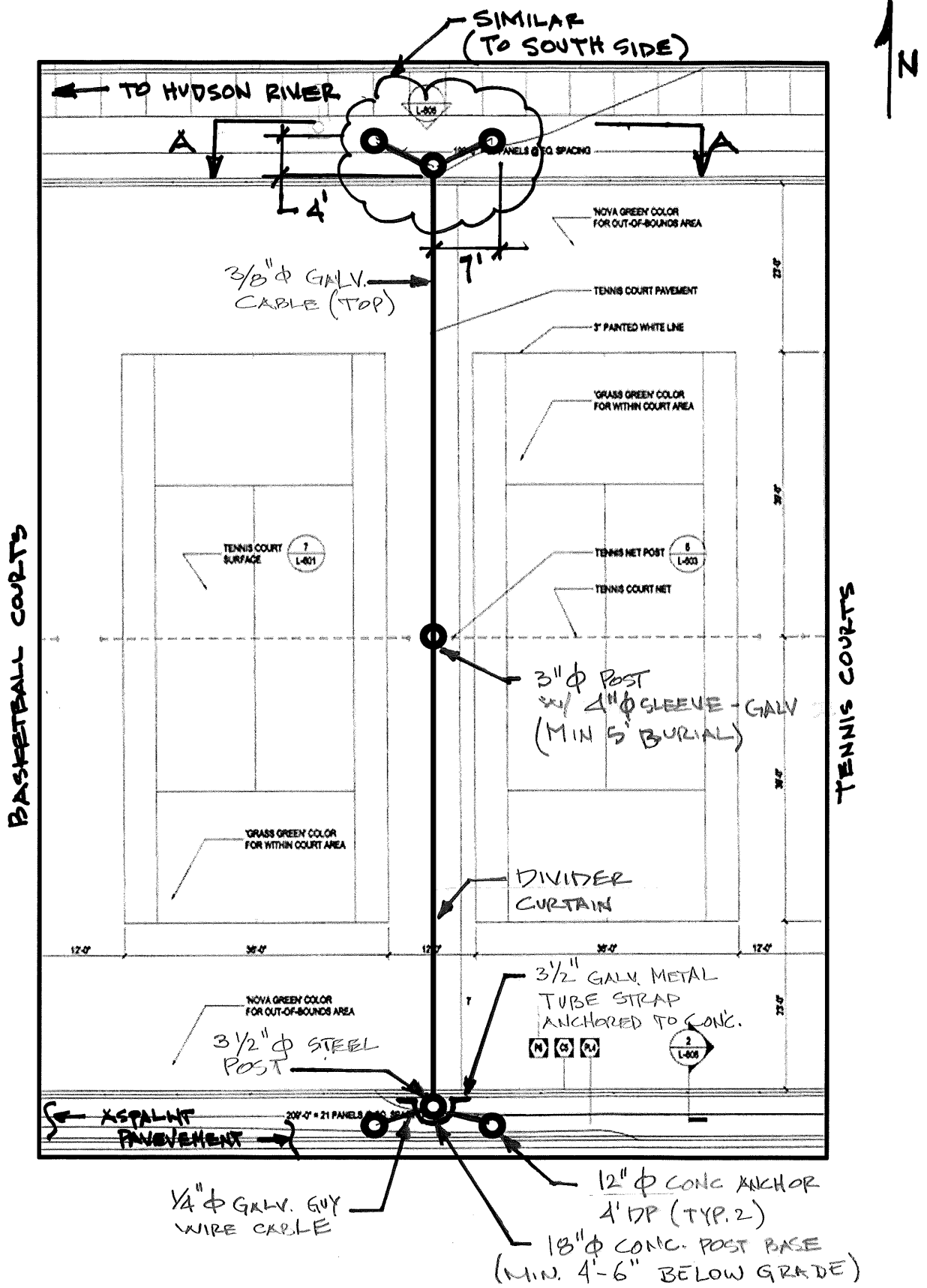


Figure 2:  
Post/Anchors specifications and locations

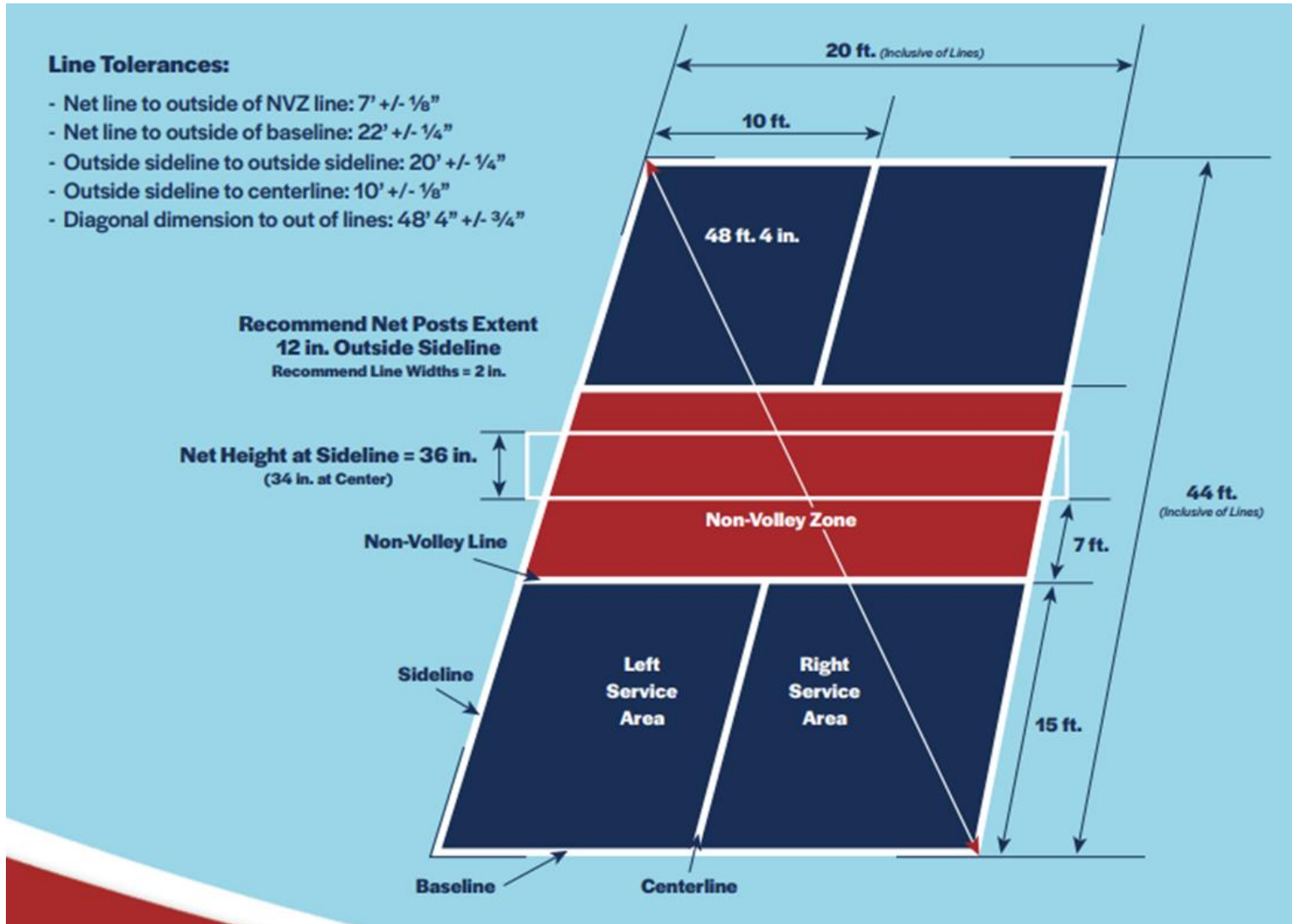
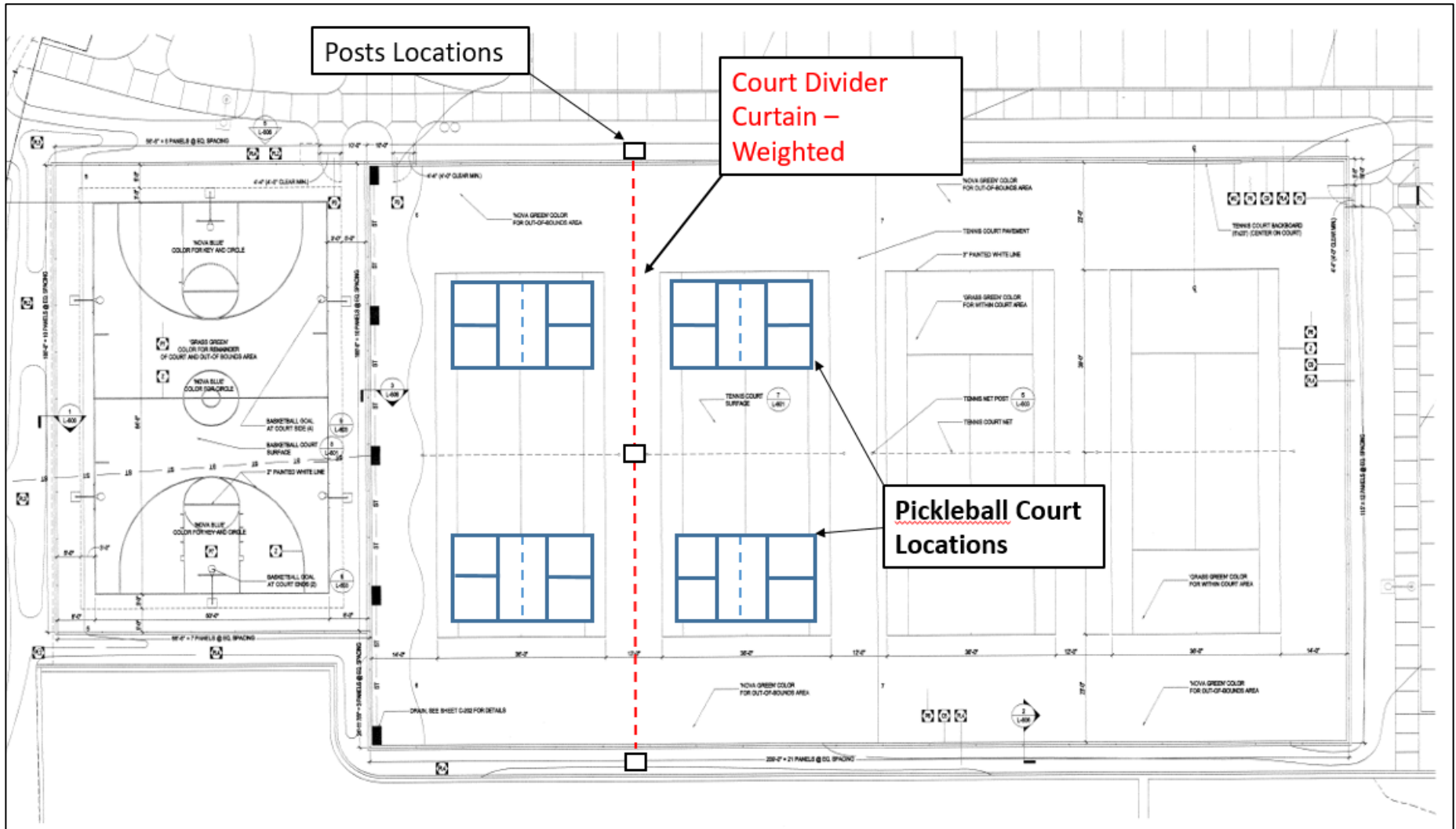


Figure 3:  
 Pickleball court layout guidelines



**Figure 4:**  
Work area layout

**PART 3 – EXECUTION****C. Limitations to Liability**

The Village of Tarrytown does not assume responsibility or liability for costs incurred by Firms responding to the RFP, or to any subsequent requests for interviews, additional data, etc.

**D. Award of Contract**

1. A contract shall not be awarded solely on the basis of fee. The Village of Tarrytown will contract with a qualified firm at a compensation which is fair and reasonable. The Village of Tarrytown has the right to reject any and all proposals.
2. The Firm's response shall show a clear understanding of the task(s) objectives, and services required, and demonstrate the ability to perform within the required time frame.
3. The Firm must demonstrate it has the proper qualifications, experience and equipment, with a satisfactory "track record" on similar projects.
4. Subcontractor(s): If used, the Contractor shall provide the name(s) in advance of any sub-contractor(s), and other designated personnel who will be assigned to the project.
5. The Firm's staff and equipment shall be of adequate size to carry out the requirements within the required time frames. If a sub-contractor is to be employed, the sub-contractor must be approved by the Village of Tarrytown and must demonstrate all the qualifications required in Award of Contract, Section "D", paragraph # 2 and 3.
6. Lump Sum Price.

**E. Assignment of Contract**

The Firm / Contractor shall not assign, transfer, or otherwise dispose of the contract to any person, company, partnership or corporation without prior written consent of the Village of Tarrytown.



## F. Form of Contract

The contract shall be:

  X   Standard Form of Agreement between Owner and Contractor.

       EJCDC No. 1910-1, Standard Form of Agreement between Owner and Engineer for Professional Services

       AIA Document B727, Standard Form of Agreement between Owner and Architect

       EJCDC No. 1910-19, Standard Form of Agreement between Owner and Engineer for Study and Report Phase Professional Services

Modified to incorporate the following:

1. The fee shall be a lump sum. Open-ended hourly fees or percentages of fees are not acceptable.
2. Reference to interest payments shall be deleted.
3. Payments are subject to Village of Tarrytown approval.
4. The Firm / Contractor is expected to address Tarrytown technical review comments on all contract documents, payment requisitions, change orders, and reports and to attend any related meetings. The firm/contractor is to adhere to any Village of Tarrytown specifications that apply.
5. Village of Tarrytown is Tax Exempt.

## H. Insurance

Prior to commencement of any work under this Contract and until completion and final acceptance of the work, the Contractor/Provider shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Village of Tarrytown certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

The term “Contractor/Provider” as used in this indemnification agreement shall mean and include Subcontractors of every tier.

1. **Worker’s Compensation and Employers Liability Policy**, covering operations in New York State. Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement and Maritime Coverage Endorsement shall be attached to the policy. Evidence must be provided on a C-105.2. Waiver of Subrogation to be included.

2. **N.Y.S. Disability**, covering all employees. DB 120.1 must be provided.
3. **Commercial General Liability Policy**, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
  - A. Premises & Operations
  - B. Products/Completed Operations;
  - C. Independent Contractors;
  - D. Personal & Advertising Injury
  - E. Blanket Contractual Liability
  - F. XCU
  - G. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy using ISO Additional Insured Endorsement CG 20 10 11/85 or an endorsement providing equivalent or broader coverage and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - H. To the extent permitted by New York law, the Contractor/Provider waives all rights of subrogation or similar rights against Village of Tarrytown, assigns, officers, employees, representatives and agents.
  - I. General Aggregate shall apply separately to each project (must be on an occurrence form).
  - J. Cross Liability coverage (Commercial General Liability and Business Automobile Liability policies only). General Liability policy must NOT contain any coverage exclusions or restrictions related to the scope of work being performed as well as injuries to employees, subcontractors, or employees of subcontractors (i.e. labor law).
4. **Comprehensive Automobile Policy**, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
  - A. Village of Tarrytown and their assigns, officers, employees, representatives and agents should be named as an “Additional Insured” on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate, and Additional Insured Endorsement shall be attached.
  - B. To the extent permitted by New York law, the Contractor/Provider waives all Rights of subrogation or similar rights against the Village of Tarrytown, assigns, officers, employees, representatives and agents.

- C. **Umbrella Liability**, with limits of no less than \$3,000,000 Each Occurrence/ \$3,000,000 Aggregate, including coverage for General Liability, Automobile, and Workers Compensation and Professional Liability (if applicable). Waiver of Subrogation to be included in favor of the Village of Tarrytown. Coverage for the additional insured shall apply on a primary and non-contributory basis, including any self-insured retentions.
- D. **Certificates** shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village Engineer, Village of Tarrytown, One (1) Depot Plaza, Tarrytown, New York 10591. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Tarrytown no less than thirty (30) days prior to expiration or cancellation.

**J. Response to Technical Proposal**

- 1. Before submitting a proposal, the Firm / Contractor shall examine all documents included with the RFP. The submission of a proposal will be construed as evidence that such an examination has been made.
- 2. The Firm / Contractor proposal shall outline the procedure and work plan to be followed and the time schedule to complete the work and shall stipulate the fee.
- 3. A management plan outlining the proposed staff assignments, including person-hours and scheduled activities, shall be included in the proposal. Resumes of key personnel and sub-contractors to be assigned to the project shall also be included. The Firm / Contractor are required to demonstrate that the firm has or will have adequate qualified staff, in accordance with paragraph H in Section 1.
- 4. The Firm / Contractor shall identify key problem areas, citing scheduling and cost implications, if any.
- 5. The Firm / Contractor shall list the other similar or related projects recently performed, listing the owner's name, address, contact person, phone number, description and date of completion for each project.
- 6. The Firm / Contractor shall submit a copy of the firm's Certificates of Insurance.

**PROPOSAL AND SCHEDULE FOR BIDS**  
**EXECUTION OF THIS FORM IS MANDATORY UNDER STATE LAW**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Made pursuant to Section 103-d of the General Municipal Law of the State of New York, as amended by the Laws of 1966.

“(a) By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies a to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

“(1) The prices in this Bid have been arrived at without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

“(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the Bidder prior to the opening, directly or indirectly, to any other Bidder or to any competitor;

“(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

“(b) A proposal shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with, provided, however, that, if in any case the firm submitting the proposal cannot make the foregoing certification, the firm submitting the proposal shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award, nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is submitted, or his designee, determines that such disclosure was not made for the purpose of restricting competition”.

Dated \_\_\_\_\_, 2023  
(Seal of Corporation)

\_\_\_\_\_  
Legal Name of Person, Firm or Corporation

Business Address of Person, Firm or Corporation

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_  
Signature

**RFP CONVERSION OF TENNIS COURT TO PICKLEBALL COURT**

**BID SHEET**  
**(Lump Sum)**

**TOTAL COST:**

In Numbers:                    \$ \_\_\_\_\_

In Words: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Federal ID #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)