



## **BID REQUIREMENTS & SPECIFICATIONS**

### **2022 THORNELL FARM PARK TENNIS COURT RESURFACING**

**BID OPENING:  
FEBRUARY 8<sup>TH</sup> - 11:00 AM**

**Dated: January 11, 2022**

# GENERAL INFORMATION, INSTRUCTIONS AND BID REQUIREMENTS

## PURPOSE OF BID

The Town of Pittsford (“Town”) intends to secure the services of an experienced and properly equipped contractor (“Contractor”) to repair and resurface our asphalt tennis courts. Bids should include an alternate item for the resurfacing and lining of our asphalt basketball court as well, which sits directly adjacent to the tennis court. The contract award will be based on low bid price from a responsible bidder, submission of required insurance, and full compliance with these Requirements and Specifications. The Town reserves the right to reject any bid should the Commissioner of Public Works (“Commissioner”) determine that it is in the Town’s best interest to do so.

## GENERAL INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. All bidders should review carefully the contents of this document. All of the Requirements and Specifications in this document will become part of the agreement to be signed by the Town and the successful bidder.
2. The final pages of this document contain a “2022 Bid Sheet” and “Non-Collusive Bidding Certificate.” The Bid Sheet needs to be completed and returned to confirm the amount of the bid. The Non-Collusive Bidding Certificate is a document required by the General Municipal Law of the state of New York and is to be signed and returned with the Bid Sheet.
3. Bids will be considered and awarded as one contract for all components of crack repair, resurfacing, and lining. The total from this Bid Sheet will be considered the Total Bid. The Bid Award will be based on the total bid amount.
4. All bids must be sealed and be addressed to the “Commissioner of Public Works” and be marked “2022 Thornell Farm Park Tennis Court Resurfacing.”
5. Bids may be mailed or personally delivered to the Commissioner at the Pittsford Town Hall, 11 South Main Street, Pittsford, New York 14534. All bids must be received by the Commissioner by the date and time set for the bid opening noted on the cover sheet of this document.
6. All bids submitted shall remain good for a period of ninety (90) days from the date of bid opening.
7. The Town reserves the right to reject any bid for non-compliance with these Requirements and Specifications and/or to waive informalities.
8. All bids will be presented to the Town Board at its February 15<sup>th</sup> meeting, for consideration. Immediately following an award of bid by the Town Board, the successful bidder will be notified, by letter from the Commissioner. The

Commissioner's letter will include an agreement, to be signed by the successful bidder and returned to the Town, together with the required Insurance Certificates and performance bond. The signed agreement, Insurance Certificates and performance bond must be received, by the Town, within ten (10) days

9. Additional information may be obtained from Paul Schenkel, Commissioner of Public Works at (585) 248-6250 or at [pschenkel@townofpittsford.org](mailto:pschenkel@townofpittsford.org). Informal and informational responses will not be binding on the Town. Formal requests for interpretations of these Requirements and Specifications must be made in writing to the Commissioner at least five (5) days before bid opening.

## RESPONSIBLE BIDDER QUALIFICATIONS

Bidders shall have had at least five (5) years of successful experience providing the services required by the Town, with a minimum of five (5) projects comprised of four (4) or more courts each. Installer must be certified by Riteway Crack Repair (or approved equal), and SportMaster Color Coating System (or approved equal). Installer must have installed 5,000 linear feet of Riteway Crack Repair System (or approved equal). Bidders must be prepared, at the request of the Commissioner, to present satisfactory proof of capacity and ability to perform the services required by the Town. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and past performance of similar services. The Town reserves the right to reject any bid where the bidder cannot satisfy the Town as to ability to perform.

## EXECUTION OF AGREEMENT

Within ten (10) days after written notice has been given to the successful bidder (hereafter "Contractor") that the agreement has been awarded, the Contractor shall execute an Agreement incorporating all of the terms and conditions of these "Bid Requirements and Specifications" and the "Bid Sheet" submitted by the Contractor, together with any and all required performance bond and insurance certificates. In the event that the Contractor shall fail to complete the above, the Contractor's bid will be deemed withdrawn and the bid deposit forfeited to the Town.

## PERFORMANCE PENALTIES

The agreement between the Contractor and the Town may be terminated for the material breach of any term by the Contractor. Further, the Contractor shall be liable for all loss, costs, and/or damages of the Town, including reasonable attorney's fees resulting from any litigation arising hereunder, together with a performance penalty equal to 15% of the bid price, per day, in the event of a breach of contract by the Contractor

The Contractor, upon acceptance of the Agreement, will issue to the Town a Performance Bond or irrevocable letter of credit equaling the cost of the contract and to be in effect for the entire term of the contract.

## AGREEMENT DURATION, EXTENSION AND ASSIGNMENT

The agreement shall be in effect from date of execution through December 31, 2022. The agreement may not be assigned or sublet, without the express written consent of the Town.

## EQUIPMENT

The Contractor shall submit, when requested by the Commissioner, written evidence of ownership, lease, or bona fide purchase agreement for all equipment required to meet the "Scope of Services". If equipment is leased, it must be for at least the duration of the Agreement. If equipment is under a purchase agreement, it must include reasonable assurance of delivery on or before the effective date of the Agreement. All equipment used shall be properly registered, inspected, operated, and insured in accordance with any and all Laws of the State of New York. All equipment shall be in good working condition during the term of the Agreement, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the Town of Pittsford, Department of Public Works.

## SITE VISIT PRIOR TO BIDDING

A map of the site is included in this bid package. All bidders must familiarize themselves with the site. Arrangements can be made for a representative from this Department to accompany bidders to assist in locating the site and to answer questions. Please arrange for this well in advance by calling the Parks Department at 248-6497.

## SAFETY, INDEMNITY AND INSURANCE

The Contractor shall render performance in a manner such that all persons and property are protected at all times. The Town specifically reserves the right to suspend or terminate (at the Town's option) all performance under this agreement in the event that the Contractor and/or the Contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, subcontractor's employees, Town employees or members of the public. This reservation of rights by the Town in no way obligates the Town to inspect the safety practices of the Contractor.

The Contractor shall protect, indemnify and hold harmless, including payment for all attorney's fees and court costs, the Town, its officers, agents, and/or employees, from any liability, cost, loss or damage on account of any injury to person or property or both, arising from the Contractor's performance. The Contractor shall defend, at the Contractor's own expense, all suits which may be brought to recover damages arising from the Contractor's performance, including any and all suits or actions brought against the Town, its officers, agents, and/or employees.

At all times during the life of the agreement, the Contractor shall procure and maintain insurance, at the Contractor's expense, for liability for damages, costs and/or claims with insurance companies authorized to do business in New York State, such policies to embrace all operations performed under the Agreement by the Contractor. More particularly, the Contractor shall procure and maintain the kind and amounts of insurance as follows:

1. WORKERS' COMPENSATION INSURANCE: As required by New York State law.
2. MOTOR VEHICLE LIABILITY INSURANCE: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with a combined single limit of not less than \$1,000,000.00.
3. COMPREHENSIVE GENERAL LIABILITY POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with limits not less than \$1,000,000.00 for each occurrence; \$1,000,000.00 personal injury; and \$2,000,000.00, general aggregate.
4. UMBRELLA POLICY: Each policy shall cover the Contractor and the Town of Pittsford, as "additional insured", with coverage of at least \$1,000,000.00

At the time of the execution of the agreement, the Contractor shall furnish to the Commissioner "Certificates of Insurance", in a form satisfactory to the Commissioner, showing proof of the above insurance requirements, which Certificates shall provide that the policies shall not be changed or canceled until ten (10) days written notice has been given to the Commissioner.

### OTHER LAWS

The Contractor, and all employees acting under the direction of the Contractor, shall strictly comply with all federal, state and local laws and ordinances controlling or limiting in any way the actions of those engaged in the work (including their wages, hours, or benefits.) This shall also include compliance with Equal Employment Opportunity requirements, Article 8, and Section 220 of the New York State Labor Law. This is a New York State Department of Labor prevailing wage rate bid. Certified payrolls must be furnished by the Contractor to demonstrate compliance on a monthly basis, prior to payment by the Town.

## SCOPE OF SERVICES

### LOCATION

Tennis and basketball courts at Thornell Farm Park, 480 Mendon Rd., Pittsford, NY 14534.

### SERVICES

The four (4) tennis courts, west sidewalk, and two (2) entry walk surfaces shall be cleaned, cracks filled, low areas leveled, and entire area surfaced with an acrylic color system and all four courts lined for **tennis and pickleball**. Bid alternate to include resurfacing of adjacent basketball court using the same specifications. Please price the basketball court separately.

1. SURFACE CLEANING:
  - A. All court and perimeter surfaces shall be cleaned in accordance with the color coat system manufacturer's recommendations.
  - B. Prepare surfaces and cracks in accordance with manufacturer's instructions
  - C. Ensure surfaces and cracks are dry, clean, and contaminant free.

- D. Remove dirt, dust, debris, oil, grease, mildew, pollen, vegetation, leaves, and other surface contaminants, which could adversely affect installation of tennis and athletic court crack repair system.
- E. Remove the following existing materials:
  - 1. Crack repair materials that are loose or not bonded well to surfaces
  - 2. Paints and coatings not bonded well to surfaces
  - 3. Flexible or rubberized crack filling materials
  - 4. Asphalt emulsion materials
- F. Pressure wash entire court surface using CYCLONE TR5500 & CYCLONE CY 210 combo (or equal). This pressure washer system creates and uses hot water (up to 160 degrees F) and has a wastewater recovery system, which cleans and recycles water to reduce water consumption.

## 2. CRACK FILLING

- A. MANUFACTURER: Riteway Crack Repair (“Riteway” Crack Repair System) or approved equal
- B. MATERIALS (if submitting a competing product, please submit materials list):
  - 1. MicroSealant Tape: “Riteway” MicroSealant tape
  - 2. Stress Mat: “Riteway” 20 inch wide stress mat
  - 3. Binding Edge: “Riteway” 9.5 inch wide yellow mesh
- C. The Contractor shall provide two hundred (200) linear feet of crack filling using Riteway Crack Repair System (or approved equal)
- D. Thoroughly clean existing cracks and fill to refusal with acrylic crack and leveling binder patch following manufacturer’s specifications.
- E. INSTALLATION
  - 1. Install tennis and athletic court crack repair system in accordance with manufacturer’s instructions at locations indicated.
  - 2. Fill cracks and install MicroSealant tape, 20” stress mat, and binding edge in accordance with manufacturer’s instructions.
  - 3. Fill cracks with crack-repair materials approved by manufacturer based on crack width.
  - 4. Repair crack intersections and net post footings in accordance with manufacturer’s instructions.
  - 5. Install tennis and athletic court crack repair system without wrinkles, bumps, air bubbles, or excessive fabric overlaps.
  - 6. Install tennis court crack repair system with proper bond to surfaces.
  - 7. When dry, apply a minimum of 1 coat of acrylic resurfacer with sand lengthwise over crack repair.
  - 8. Do not install tennis court crack repair system on cracks that emit moisture.
  - 9. Do not install tennis court crack repair system using asphalt emulsion.

## 3. LEVELING LOW AREAS

- A. MATERIALS (if submitting a competing product, please submit materials list):
  - 1. Patch Binder: SportMaster “Acrylic Patch Binder”
    - a. 100% acrylic emulsion liquid binder
- B. Mix on-site with sand and cement
- C. Level and repairs low spots and depressions up to ¾ inch deep in asphalt pavement

## 4. 3-COAT ACRYLIC SYSTEM:

- A. The color scheme shall be two-tone, using one color for the playing surface, and a contrasting color for the perimeter. Colors shall be chosen by The Town from the manufacturer's selection of standard colors.
- B. The Contractor is responsible for careful placement of acrylic color up to and outside the perimeter chain-link fence.

C. MATERIALS

- 1. Filler Course: SportMaster "Acrylic Resurfacer"
  - a. 100% acrylic emulsion resurfacer
  - b. Mix on-site with silica sand
  - c. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system
  - d. Apply 1 coat of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
  - e. Ensure surface repairs are flush and smooth to adjoining surfaces.
- 2. Color Coating: SportMaster "ColorPlus System"
  - a. 100% acrylic emulsion coating
  - b. Mix on-site with silica sand and water
  - c. Color coats tennis and multi-purpose courts

D. INSTALLATION:

- 1. Apply asphalt tennis court surface color coating system in accordance with manufacturer's instructions at locations indicated.
- 2. Mix materials in accordance with manufacturer's instructions.
- 3. Apply Filler Course and Color Coating with a 50-60 durometer soft rubber squeegee.
- 4. Apply Riteway Crack Repair System (or approved equal) to 200 linear feet of cracks.
- 5. Filler Course: Apply 1 coat on existing acrylic surfaces with minimal repairs (acrylic resurfacer).
- 6. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- 7. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.
- 8. This is a 3 coat system, with 200 linear feet of Riteway Crack Repair System.

5. LINES

- A. Layout and supply United States Tennis Association regulation two inch wide white textured tennis and yellow pickle ball lines on all four (4) tennis courts.
- B. Line Markings Primer: SportMaster "Stripe-Rite"
  - 1. 100% acrylic emulsion primer, clear drying
  - 2. Primes line markings and prevents bleed-under for sharp lines
- C. Line Paint: SportMaster "Textured Line Paint"
  - 1. Pigmented, 100% acrylic emulsion line paint
  - 2. Line marking on asphalt tennis courts
  - 3. Color: white (tennis) and yellow (pickleball)
- D. Installation:
  - 1. Lay out tennis court line markings in accordance with USTA Rules of Tennis.

2. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and tennis court surface to prevent bleed-under when line paint is applied.
  3. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.
6. PROTECTION
- A. Allow a minimum of 24 hours curing time before opening tennis courts for play.
  - B. Protect applied asphalt tennis court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.
7. EQUIPMENT:
- A. Equipment should be in good operating condition, so as they do not leak or drip liquids of any kind. Any spills must be communicated to the Town of Pittsford, Department of Public Works.
  - B. Equipment shall be properly equipped with flashing lights and other appropriate safety equipment, in working condition, as required by law.
  - C. Equipment shall have up-to-date New York State inspection stickers and appropriate registration.
8. EMPLOYEE SAFETY:
- A. The contractor is responsible for the safety of his operations and to participate in all job safety activities. These requirements include compliance with all rules and regulations as adopted by the Town, as well as any other Local, State, and Federal agencies. In addition, the contractor agrees to indemnify the Town, its agents, servants and employees for any claims, including reasonable attorney fees, by contractor's agents, servants or employees that may arise out of alleged violations of any Local, State or Federal law, rule, and regulation or standards concerning employee health and/or safety.

**Add Alternate Bid #1 – Add Resurfacing of Basketball Court:** Resurface adjacent basketball court using the same specs at the tennis courts

#### TIME OF THE ESSENCE

All times of beginning, rate of progress, and completion are essential conditions of the scope of services.



**BIDDER QUALIFICATIONS & REFERENCES FORM**

Please provide details of similar work provided to that of this proposed contract that you have successfully completed over the past three years:

Please detail the specifics of similar experience to that of this proposed contract that you have successfully completed over the past three years:

**Type of work:** \_\_\_\_\_

**Contract period:** \_\_\_\_\_

**Person to contact for reference:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Type of work:** \_\_\_\_\_

**Contract period:** \_\_\_\_\_

**Person to contact for reference:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

**Type of work:** \_\_\_\_\_

**Contract period:** \_\_\_\_\_

**Person to contact for reference:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_

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

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TOWN OF PITTSFORD**

**2022 THORNELL FARM PARK TENNIS COURT RESURFACING**

**BID SHEET**

**2022 Bid Sheet**

**Notice:** Any deviations from the listed specifications must be completely outlined on the reverse side of this sheet. Failure to comply will constitute reason to declare the bid informal. The Town Board of the Town of Pittsford reserves the right to reject any and all bids and waive any informalities. A Non-Collusive Bidding Certificate must accompany all bids. The prices bid are in full consideration for all work as described in these specifications.

ALL BIDS MUST BE LISTED AS FOLLOWS ON THIS SHEET:

Total Bid Price \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figure)

Optional Basketball Court  
Resurfacing \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figure)

**TOTAL BID:** \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figure)

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Representing: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**NON – COLLUSIVE BIDDING CERTIFICATE**

**2022 Thornell Farm Park Tennis Court Resurfacing**

As required by §103-d of the General Municipal Law of the State of New York, the bidder certifies that 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 as to its own organization, under penalty or perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently 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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
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.

\_\_\_\_\_  
Print Name of Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**NOTE:** Where a bid on behalf of a corporation contains this certification, it shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.