

CITY OF DAYTON, KY
GIL LYNN PARK PICKLEBALL COURT CONSTRUCTION AND BASKETBALL COURT REPAVING PROJECT
RFP BID PACKET

PREPARATIONS OF BIDS/PROPOSALS: Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing and must be received by the Dayton City Administrator no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be noted on the City of Dayton, Kentucky ("City" or "Dayton") website at: <https://daytonky.com/legal-notices/>

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person to Dayton City Clerk, 514 6th Ave., Dayton, KY 41074.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal after the proposal opening.

PROPOSAL EVALUATION: The City reserves the right to reject any and all proposals received for the following reasons including but not limited to:

- Fails to adhere to one or more of the provisions established in the proposal.
- Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- Fails to meet the minimum evaluation criteria specified in this proposal.

- Fails to submit its proposal to the required address on or before the deadline date established by the City.
- Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- Fails to submit its cost on the enclosed bid form.
- Refuses a reasonable request for an interview.
- Refuses to provide clarification requested by the City.

RECEIPT AND OPENING OF PROPOSALS: Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS: All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Bid and RFP openings will be scheduled and opened accordingly. Results will not be given over the phone. Please send your request in writing or send an email to tklein@daytonky.com to receive sealed bid results after the public opening. All Bids, RFPs, and RFQs will remain unofficial, and if applicable, confidential until the award has been posted on the City website.

KNOWLEDGE AND EXPERIENCE: Provide a description of the firm's knowledge and experience in the industry, particularly constructing pickleball courts for municipalities and others property owners. Highlight your company's experience to provide the highest quality product and service and support in construction of pickleball courts and provide the addresses of up to three pickleball court projects your company has constructed in the Greater Cincinnati region. Projects located on publicly owned properties that City staff can inspect are preferred.

AWARD OF CONTRACT: It is the policy of the Dayton that contracts are awarded only to responsible bidders. To qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- Have the necessary experience, organization, technical and professional qualifications, skills, and facilities.
- Be able to comply with the proposed or required time of completion or performance schedule; and
- Have a demonstrated satisfactory record of performance.
- Adhere to the specifications of this bid and provide all documentation required of this bid.

EXECUTION OF AGREEMENT: The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the city within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT: Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The

Agreement will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT: Failure of the successful proposer to execute the agreement at the date and time agreed upon by the City and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION: If at any time the proposer fails to provide proper services during the contract period, the City will have the option to terminate the contract at any time without notice.

RIGHT TO REJECT BIDS: The City reserves the right to reject any and all sealed bids should the City deem it to be in the best interest of the City.

INSURANCE CERTIFICATES: Prior to award of this contract, the Contractor shall submit insurance certificates indicating coverage for all vehicles, public liability, and property damage in the following amounts:

Comprehensive General Liability \$ 1,000,000 / \$ 1,000,000

Auto Liability: Property Damage \$ 1,000,000 / \$ 1,000,000

Personal Injury \$ 1,000,000 / \$ 1,000,000

Workmen's Compensation as required by the Commonwealth of Kentucky

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs and any discounts offered. All fuel surcharges, delivery charges, and miscellaneous charges that are not part of the terms and conditions of this contract will not be paid separately outside the terms of the contract.

INVOICING: Invoices must be physically mailed and/or submitted (emailed invoices unacceptable) to the City of Dayton, KY at:

City of Dayton
514 6th Ave
Dayton, KY 41074

The invoice must include an itemization of all items, supplies, repairs, labor furnished, including unit list pricing, and net pricing, as identified in the bid award. The total amount due shall be clear and apparent on the invoice for proper payment. Payment terms are net thirty (30) days from the date of the invoice. General terms as allowable: Invoices received before the twentieth of each month should get processed for said month with payment available through said month check disbursement.

TAX: The City is exempt from all sales and federal excise taxes. Please make sure that invoices do not include these taxes.

GUARANTEES AND WARRANTIES: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the City, in writing, prior to the delivery of an item or any work being performed.

FORCE MAJEURE: Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

BID AWARD: The Bid will be awarded to the most responsive and responsible Vendor based on the best cost, qualifications, and experience of the bidder, which will be required to be clearly identified on the Bid Form.

REQUEST FOR PROPOSALS

GIL LYNN PARK PICKLEBALL CONSTRUCTION AND BASKETBALL COURT REPAVING PROJECT ("Project")

You are cordially invited to submit a proposal for the Project in accordance with the attached specifications, terms, and conditions listed in City of Dayton Gil Lynn Park Pickleball Construction and Basketball Court Repaving Project RFP, which can be obtained at <https://daytonky.com/legal-notice/>. The City is requesting proposals/ bids from qualified design-build firms to construct four (4) regulation-sized pickleball courts and to resurface two (2) basketball courts at Gil Lynn Park from contractors to supply all permits, materials, analysis results, and equipment as necessary and required to perform any/all of this service.

A mandatory pre bid meeting will be held on site at 10 a.m. EST on June 3, 2025, at the site (766 Greendevil Drive, Dayton, KY 45424). This will be your opportunity to ask questions and hear more detail about what the City is looking for from Proposers. All proposals/bids must be received in the Dayton City Clerk's Office, 514 Sixth Avenue, Dayton, KY, by 10 a.m. EST on June 9, 2025. Two (2) copies of the BID Sheet must be signed and submitted in a sealed envelope, plainly marked as:

Gil Lynn Park Pickleball Construction and Basketball Court Repaving Project RFP City of Dayton, Ky

Qualified companies requiring additional information or clarification relative to the contents of the bid may direct inquiries to Jay Fossett, City Administrator, jfossett@daytonky.com (859) 491-1600.

The City reserves the right to reject any or all bids or any part thereof, to waive any informality in the bidding, and to accept the bid considered to be in the best interest of the City. The City also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may disqualify a bid.

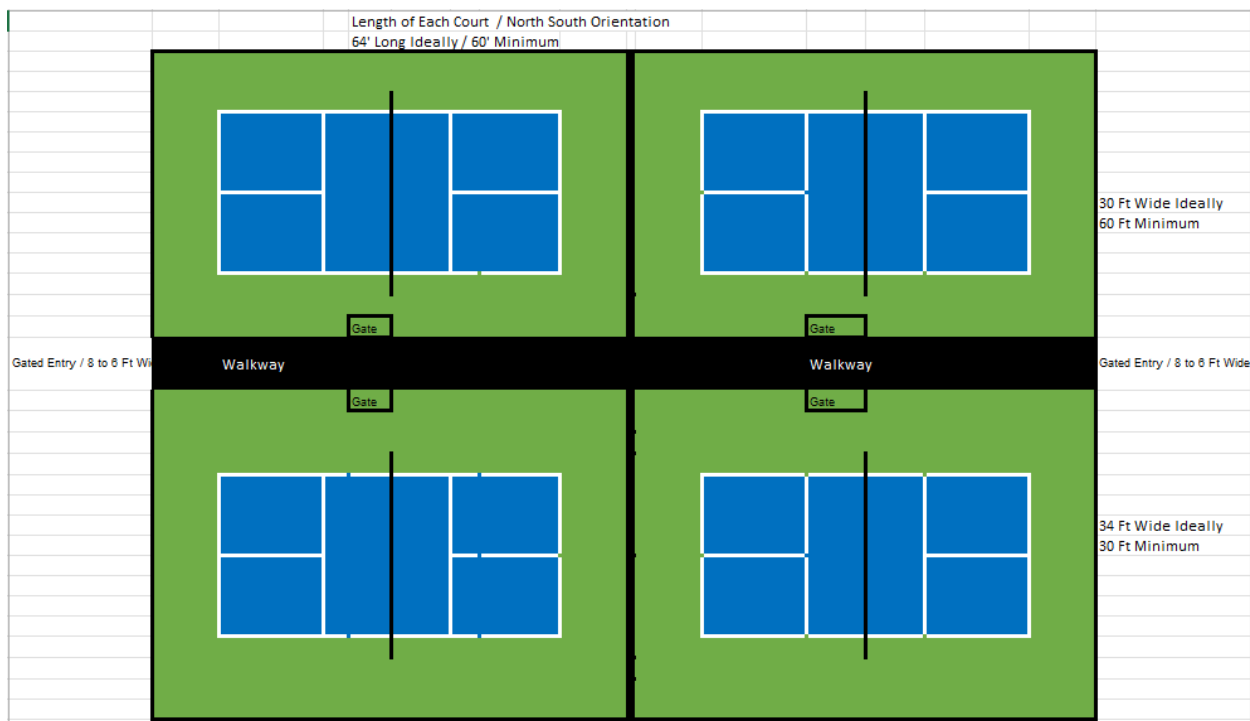
SCOPE OF SERVICES:

The purpose of this RFP, the objective is to obtain proposals from qualified persons, firms or corporations, hereafter referred to as "Contractor", to provide professional design and build services to furnish supplies and labor necessary to construct four (4) new concrete pickle ball courts in Gil Lynn Park in an area designated by the City, and to repair and repave two (2) existing basketball courts.

This work should include site preparation, excavation, all grading, court construction, appropriate drainage, and post-construction site grading and seed and straw park areas disturbed during construction. This RFP is only for the above-referenced work. Painting, striping, and installation of posts and fencing for the pickleball courts are *not* included in this RFP, and a separate RFP will be issued for these services. Striping of the existing basketball court *is* included in this RFP. Pricing should be separated and itemized per accessory or amenity and should include any individual fee amounts.

The City intends to enter a contract with the contractor to allow for the courts' design and construction services to work together for the most efficient, cost-effective, and timely construction of the new pickleball courts and repair and repavement of the existing basketball courts. Specific services include, but are not limited to, site analysis, standard conception design of four (4) pickleball courts with construction documents and specifications, inclusive of all labor, materials, and equipment necessary. It should be noted that the standard pickleball court dimensions permit 20 feet wide by 44 feet in length. Please submit bids that comply with the following requirements for the **new pickleball courts**:

1. Excavate the new asphalt area to a depth of 13.5" and use spoils to level the site or haul unused spoils from the job site.
2. Install 8" of 304 crushed aggregate in the excavated area and compact.
3. Install 2" of 448 Type 2 asphalt intermediate course over the compacted gravel base.
4. Install 1.5" 100% crushed limestone virgin asphalt surface material in lieu of asphalt surface course material to mitigate pyrite staining in the acrylic surface.
5. Seed and straw park areas disturbed during construction
6. Make sure the finished asphalt is prepped and ready to be painted and lined.
7. The preferred layout with dimensions is shown below for reference



Please submit bids that comply with the following requirements for the **repaving existing basketball courts and striping these basketball courts**:

1. Mill the existing asphalt to a depth of 2".
2. Broom clean the existing asphalt after grinding and haul the spoils from the job site.
3. Apply a tack coat to the existing asphalt to create adhesion between the new asphalt and the existing surface.
4. Install 2" of 448 Type 1 asphalt surface course over the existing surface in a manner that promotes water drainage from the courts.
5. Line-stripe the basketball courts to match the existing basketball court markings.

The Proposer shall include two separate lump-sum bids: one to cover the cost of the pickleball courts and a second to cover the cost of the basketball courts. The City may decide to only move forward only with the pickleball courts if the bids come in higher than what is budgeted for both projects. The Proposer's RFP response shall include costs for all materials, labor, design, and equipment, and ensure work meets all applicable state and local code requirements. The contractor shall obtain all required permits and contractor licenses, including but not limited to a City of Dayton Occupational License. The goal is for the work to be completed before school is back in session on August 15.

A written warranty shall also be provided to the City at the completion of the contract guaranteeing all materials and workmanship incorporated into this project will be of new quality and free from defects. All work installed will be as specified and in conformance with the contract and project documentation. Any material or workmanship found to be defective or out of the specification will be repaired, at the sole cost of the contractor, for a period of two (2) years from date of project completion.