

Agenda Item # C - 3

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SPORT SURFACES LLC FOR THE RESURFACING OF VARIOUS SPORT COURTS THROUGHOUT THE VILLAGE AND CREATION OF FOUR (4) PICKELBALL COURTS. THIS PURCHASE IS NOT TO EXCEED \$105,000.00 AND IS PIGGYBACKING THE CITY OF COOPER CITY TERM CONTRACT #ITB-2018-5 WHICH IS IN EFFECT THROUGH JUNE 24, 2024

ISSUE: Due to normal use over time, it has become necessary to re-establish the playing surfaces of six (6) tennis courts (PR2202) budgeted in account #303-7200-572-6383; four (4) basketball courts (PR2211) budgeted in account #303-7200-572-4660; and one (1) skate arena (PR2207) budgeted in account #303-7200-572-63-87. Due to the popularity, the vendor will also create four (4) pickleball courts (PR2214; strategic plan # G-3P13) budgeted in account #301-7200-572-63-87. These services will be provided at the unit rates set forth in the contract executed pursuant to the City of Cooper City #ITB-2018-5, effective through June 24, 2024.

RECOMMENDED ACTION: Staff recommends approval.

Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		11/18/2021	

**PROVISION OF SERVICES AGREEMENT BETWEEN THE VILLAGE OF ROYAL PALM
BEACH AND SPORT SURFACES LLC**

THIS AGREEMENT, entered into on the ____ day of November 2021, effective immediately, by and between the Village of Royal Palm Beach, a municipal corporation with offices located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida 33411, organized in accordance with the laws of Florida, hereinafter referred to as the “VILLAGE” and Sport Surfaces LLC, a Florida limited liability company having a principal place of business address at 7011 Wilson Road, West Palm Beach, Florida 33413, hereinafter referred to as “SPORT SURFACES”.

WHEREAS, SPORT SURFACES submitted a proposal for Court Resurfacing Services pursuant to the City of Cooper City’s Invitation to Bid (“ITB”) 2018-5-PW for Court Resurfacing, and pursuant thereto, on June 25, 2018 was awarded a contract for the provision of such services, which agreement remains current and active; and

WHEREAS, the VILLAGE desires to enter into a new agreement with SPORT SURFACES for Court Resurfacing Services based on the same scope of services and payment/fee structure as that contained in SPORT SURFACES’S current agreement with the City of Cooper City; and

WHEREAS, SPORT SURFACES is likewise desirous of entering into a new agreement with the VILLAGE for Court Resurfacing Services based on the same scope of services and payment/fee structure as that contained in SPORT SURFACES’S current agreement with the City of Cooper City; and

WHEREAS, entering into such an agreement with SPORT SURFACES will be in the best interest of the VILLAGE.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.

2. **Scope of Services:** SPORT SURFACES shall perform Court Resurfacing Services for the VILLAGE and provide all services, work, and products that are necessary to fulfill its obligations as set forth in the City of Cooper City’s ITB and SPORT SURFACES’S submitted response thereto, all of which is attached hereto as Exhibit “A” and fully incorporated herein by reference, and in accordance with Sec. 6-197 of the VILLAGE Code of Ordinances.

SPORT SURFACES agrees, warrants, covenants, and represents that all products, work, and services that it shall perform pursuant to this agreement, including any work done by its subcontractors or

at its direction, shall be free from all defects and done in a workmanlike manner. SPORT SURFACES warrants the merchantability and fitness of the products and services as contemplated in this agreement.

SPORT SURFACES agrees to supply to the VILLAGE adequate personnel to provide timely completion of all services contemplated by this agreement. The parties hereto agree that time is of the essence, and SPORT SURFACES agrees to provide the services that are provided for in this agreement in a timely fashion.

SPORT SURFACES may utilize subcontractors for the provision of services under this agreement. The VILLAGE reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this agreement and it is necessary to replace the subcontractor in order to provide services as required, SPORT SURFACES shall promptly do so, subject to acceptance of the new subcontractor by the VILLAGE.

In performance of its obligations hereunder, SPORT SURFACES agrees to comply with all applicable laws, rules, regulations, orders, codes, criteria, and standards, whether local, state or federal.

SPORT SURFACES warrants and represents that all of its employees, as well as those of any subcontractors, are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

3. **Compensation:** Pursuant to the City of Cooper City ITB and SPORT SURFACES'S submitted response thereto, compensation to SPORT SURFACES shall be in an amount not to exceed One Hundred Five Thousand Dollars (\$105,000.00) for Court Resurfacing Services provided at the unit rates provided in Exhibit "A". The parties to this Agreement understand that the VILLAGE is a tax-exempt organization; nothing herein, however, shall exempt SPORT SURFACES from paying all of its taxes pursuant to this agreement.

4. **Term / Renewal:** The term of this agreement shall expire on June 24, 2024. This agreement is subject to annual appropriations by the VILLAGE, and this agreement is subject to fiscal funding by the VILLAGE.

5. **Insurance:** SPORT SURFACES shall maintain all insurance as is required by the City of Cooper City ITB. Prior to commencing any work, performing services, or supplying products, SPORT SURFACES shall provide the VILLAGE with proof of such insurance coverage. In addition, SPORT SURFACES agrees to provide to the VILLAGE such other insurance with such coverage amounts and deductibles as requested by the VILLAGE.

6. **Indemnity:** SPORT SURFACES agrees to protect, defend, indemnify, and hold harmless the VILLAGE, its employees, and representatives from any and all claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and court costs, including appeals, for which the VILLAGE, its employees, and representatives can or may be held liable to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of SPORT SURFACES, its employees, or agents arising out of or connected with this agreement. Nothing contained herein shall be construed or interpreted as consent by the VILLAGE to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, *Florida Statutes*.

7. **Termination:** This agreement may be terminated by SPORT SURFACES upon thirty (30) days' prior written notice to the VILLAGE in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this agreement through no fault of SPORT SURFACES. This Agreement may be terminated by the VILLAGE, with or without cause, upon thirty (30) days' written notice to SPORT SURFACES. Unless SPORT SURFACES is in breach of this Agreement, SPORT SURFACES shall be paid for services and products rendered to the VILLAGE'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by the VILLAGE, SPORT SURFACES shall stop work on the date specified. SPORT SURFACES shall not be entitled to any claim of loss of profits from a termination by the VILLAGE.

8. **Force Majeure:** Neither the VILLAGE nor SPORT SURFACES shall be considered to be in breach or default of this agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this agreement.

9. **Waiver:** A waiver by either the VILLAGE or SPORT SURFACES of any breach of this agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this agreement.

10. **Severability:** The invalidity, illegality, unenforceability of any provision of this agreement, or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement, and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision, which is of the essence of the agreement, be determined to be void.

11. **Applicable Law / Venue:** This agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this agreement, venue shall lie in Palm Beach County, Florida.

12. **Notice:** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

To the VILLAGE: Attn: Raymond C. Liggins, Village Manager, Village of Royal Palm Beach, 1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411;

To SPORT SURFACES: Attn: Paul Gold, MGRM, Sport Surfaces LLC, 7011 Wilson Road, West Palm Beach, FL 33413.

Notices shall be effective when sent to the addresses as specified above and as provided here in. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when sent with a printed confirmation of receipt of the same; however, facsimile transmission received (i.e., printed) after 6:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed certified mail return receipt requested. All mail shall be deemed received upon five (5) business days. The parties may also use overnight delivery services such

as Federal Express, however all such services must have confirmation of delivery. Notice shall be deemed effective under this type of service when received.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of SPORT SURFACES and the VILLAGE.

13. **Binding Effect:** This agreement is binding upon the parties hereto, their heirs, successors, and assigns.

14. **Agreement Drafting:** This agreement shall not be construed against the party who drafted the same as all parties to this agreement have had legal and business experts review the adequacy of the same.

15. **Entire Agreement:** the VILLAGE and SPORT SURFACES agree that this agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the VILLAGE and SPORT SURFACES pertaining to this agreement, whether written or oral. None of the provisions, terms, and conditions contained in the agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

16. **Amendments:** This agreement may not be modified or amended unless such modifications or amendments are evidenced in writing, signed by both the VILLAGE and SPORT SURFACES. Such modifications shall be in the form of a written amendment executed by both parties with the same formality as this agreement is executed.

17. **Office of Inspector General:** Pursuant to Palm Beach County Code Sec. 2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed VILLAGE agreements, contracts, transactions, accounts and records. All parties doing business with the VILLAGE will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

18. **Public Records:** In accordance with Sec. 119.0701, Florida Statutes, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, Florida Statutes. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, Florida Statutes, and other penalties under Sec. 119.10, Florida Statutes. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT ddisanto@royalpalmbeach.com, OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FLORIDA 33411.

19. **Conflicts of Interest:** This agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the VILLAGE, the Palm Beach County Code of Ethics and Ch. 112, Part III, *Florida Statutes*. During the term of this agreement and any renewals or

extensions thereof, SPORT SURFACES shall continue to disclose to the VILLAGE any possible conflicts of interests. SPORT SURFACES duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and SPORT SURFACES have executed this agreement all as of the day and year first above written.

WITNESSES (SPORT SURFACES)

SPORT SURFACES LLC

1 _____

Paul Gold, MGRM

2 _____

Printed Name

Date: _____

WITNESS (VILLAGE)

VILLAGE OF ROYAL PALM BEACH

1 _____

Raymond C. Liggins, P.E.
Village Manager

ATTEST:

Diane DiSanto, Village Clerk

Date: _____



Greg Ross, Mayor
John Sims, Commissioner
Lisa Mallozzi, Commissioner
James C. Curran, Commissioner
Jeff Green, Commissioner
Bruce D. Loucks, City Manager

June 27, 2018

Notice of Award

Ms. Sandra Gold
Director of Sales
Sport Surfaces, LLC.
7011 Wilson Road
West Palm Beach, FL 33413

Subject: ITB #2018-5-PW, Court Resurfacing

Dear Ms. Gold,

Thank you for your bid. On Tuesday, June 19, 2018, at the recommendation of City staff, the City Commission voted to issue a multiple award contract for the subject service. Sport Surfaces, LLC was deemed to be the lowest responsible, responsive bidder and, as such, was selected as a primary vendor. Fast Dry Courts was selected as the alternate.

Please be reminded this is a Southeast Florida Governmental Purchasing Cooperative (Co-op) award and the pricing resulting from this award is only available to participating Co-op agencies, a list of which is attached. Municipalities and other governmental agencies that are not active members of the Co-op are strictly prohibited from utilizing this contract award.

Over the term of this contract, each agency will contact you directly for individual quotes on their courts, as needed, in accordance with the unit price bid. The initial contract term is three (3) years, beginning June 25, 2018, and the contract may be renewed for one (1) additional three (3) year term, if mutually agreed upon by both parties.

If you have any questions, please contact me at 954-434-4300 Ext. #268.

Sincerely,

Kerri Anne Fisher
Purchasing Agent

cc: Denise Yoezle, Public Works Director
Richard Freeman, Capital Projects Manager
Kathryn Sims, City Clerk





Greg Ross, Mayor
Jeff Green, Commissioner
Max Pulcini, Commissioner
Howard Meltzer, Commissioner
Ryan Shrouder, Commissioner
Joseph Napoli, City Manager

February 11, 2021

Request to Renew

Ms. Sandra Gold
Director of Sales
Sport Surfaces, LLC.
7011 Wilson Road
West Palm Beach, FL 33413

Subject: Renewal #1 – ITB #2018-5-PW, Court Resurfacing Cooperative Contract

Dear Ms. Gold,

The first 3-year term of City of Cooper City's cooperative contract for Court Resurfacing with your company, ITB 2018-5-PW, will expire on June 24, 2021. Provided you will agree to renew under the same terms and conditions of the original contract, Cooper City would like to renew for one (1) additional 3-year term covering June 25, 2021 through June 24, 2024. No additional renewals will remain.

If you agree to renew, please sign and return this letter to me by Wednesday, February 17, 2021. A response by email to Purchasing@CooperCityFL.org is preferred.

Sincerely,
Claudia Portocarrero
Claudia Portocarrero
Purchasing Assistant

Digitally signed by Claudia Portocarrero
DN: cn=Claudia Portocarrero, o=Cooper City, ou=Purchasing,
email=ClaudiaP@CooperCityFL.org,
c=US
Date: 2021.02.11 16:29:20 -05'00'

<u>X</u>	I agree to renew this contract for the period requested above.
_____	I do NOT agree to renew this contract.
<u></u>	
Signature	
<u>CCO</u>	
Title	
	<u>2/12/21</u>
	Date

9090 SW 50th Place, Cooper City, Florida 33328 ● P.O. Box 290910, Cooper City, Florida 33329-0910 ● (954) 434-4300

info@coopercityfl.org www.coopercityfl.org [@CooperCityGOV](https://twitter.com/CooperCityGOV) [@CooperCityFL](https://www.facebook.com/CooperCityFL)

EQUAL OPPORTUNITY EMPLOYER



Greg Ross, Mayor
John Sims, Commissioner
Lisa Mallozzi, Commissioner
James C. Curran, Commissioner
Jeff Green, Commissioner
Bruce D. Loucks, City Manager

June 27, 2018

Notice of Award

Mr. Trimmer Dettor
President
Fast Dry Courts, Inc.
1411 NW 13th Avenue
Pompano Beach, FL 33069

Subject: ITB #2018-5-PW, Court Resurfacing

Dear Mr. Dettor,

Thank you for your bid. On Tuesday, June 19, 2018, at the recommendation of City staff, the City Commission voted to issue a multiple award contract for the subject service. Sport Surfaces, LLC was deemed to be the lowest responsible, responsive bidder and, as such, was selected as a primary vendor. Fast Dry Courts was selected as the alternate.

Please be reminded this is a Southeast Florida Governmental Purchasing Cooperative (Co-op) award and the pricing resulting from this award is only available to participating Co-op agencies, a list of which is attached. Municipalities and other governmental agencies that are not active members of the Co-op are strictly prohibited from utilizing this contract award.

Over the term of this contract, each agency will contact you directly for individual quotes on their courts, as needed, in accordance with the unit price bid. The initial contract term is three (3) years, beginning June 25, 2018, and the contract may be renewed for one (1) additional three (3) year term, if mutually agreed upon by both parties.

If you have any questions, please contact me at 954-434-4300 Ext. #268.

Sincerely,

Kerri Anne Fisher
Purchasing Agent

cc: Denise Yoezle, Public Works Director
Richard Freeman, Capital Projects Manager
Kathryn Sims, City Clerk



**FIRST AMENDMENT TO AGREEMENT FOR
COURT RESURFACING CO-OP CONTRACT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment"), dated the 26
day of April, 2021, between:

THE CITY OF COOPER CITY, a Florida municipal corporation,
hereinafter referred to as "CITY,"

and

SPORT SURFACES, LLC, a Florida limited liability company, hereinafter
referred to as "CONTRACTOR".

WHEREAS, on or about June 19, 2018, the CITY entered into an agreement with
CONTRACTOR for the court resurfacing project (the "Original Agreement") pursuant to ITB 2018-
5-PW (the "ITB"); and

WHEREAS, CITY and CONTRACTOR have negotiated the terms of this First Amendment;
and

WHEREAS, CITY has been administering the Southeast Florida Governmental
Purchasing Cooperative Group (Co-op) agreement for court resurfacing since 2018 and as such
Co-op members may continue to utilize the procured services as set forth in the Original
Agreement as amended herein; and

WHEREAS, at its meeting of April 26, 2021, the CITY approved this First
Amendment with the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements
herein contained and other good and valuable consideration, the receipt of which are hereby
acknowledged, the CITY and CONTRACTOR agree to amend the Original Agreement, as amended,
as follows:

1. RECITALS: Each whereas clause set forth above is true and correct and incorporated
herein by this reference.

2. TERM: Pursuant to Section 1.5, of the ITB, the City is exercising its right to extend the
Agreement for one (1) additional and final three (3) year term from June 25, 2021 through June 24,
2024.

3. Section 3, entitled "General Conditions", set forth in the ITB, is hereby revised and
amended to include subsections 3.45 and 3.46, as set forth below:

3.45 SCRUTINIZED COMPANIES -- 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

3.46 E-VERIFY

A. **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

4. Bid Form, Attachment A (Page 6 of 7), entitled, “Pricing Sheet Court Resurfacing – Optional Items” set forth in the ITB, is hereby revised and amended to include Item 23 a., as set forth below:

<u>OPTIONAL ITEMS</u>			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
23	Optional - Install new TENNIS nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap. Net shall be sized 42' W x 3' H.	EA	\$250.00
23 a.	Optional - Install new PICKLEBALL nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap. <i>"Pickleball net shall be for Masters Tennis and 10 & Under Tennis Court"</i> . Net shall be sized at 21' 9" W x 3' H to fit permanent net posts set 22' apart.	EA	\$150.00

5. ORIGINAL AGREEMENT: All of the terms and conditions of the Original Agreement as amended from time to time shall be binding and remain in full force and effect except as expressly amended hereinabove.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: [Signature]
CITY CLERK

BY: [Signature]
CITY MANAGER

APPROVED AS TO LEGAL FORM:

BY: [Signature]
CITY ATTORNEY

WITNESSED BY:

[Signature]
Rhonda Kamen
Print name

SPORT SURFACES, LLC

BY: [Signature]
Name: PAUL GOLD
Title: CEO

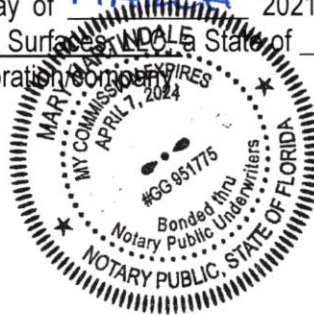
[Signature]
Ted Greszkowiak
Print name

STATE OF FL
COUNTY OF PB

SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 18th day of MARCH 2021, by PAUL GOLD, in their capacity as CEO, of Sport Surfaces, LLC, a State of FL corporation (or limited liability company), on behalf of the corporation/company.

Personally Known OR
 Produced Identification



[Signature]
NOTARY PUBLIC

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: _____
Vendor Address: _____
Contact: _____
Phone: _____ Fax: _____
Cell/Pager: _____ Email Address: _____
Website: _____ FEIN: _____

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: 06/19/2018 Resolution/Agenda Item No.: None
Insurance Required: Yes X No _____
Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: City of Cooper City
Agency Address: 9090 SW 50 Place, Cooper City, FL 33328
Agency Contact: Kerri Anne Fisher Email Purchasing@CooperCityFL.org
Telephone: 954-434-4300 X#268 Fax: _____



BID TABULATION

Bid No.:	ITB #2018-5-PW
Bid Title:	Court Resurfacing
Bid Opening Date:	03/18/2018 @ 3:00PM
Distribution Stats:	16 Planholders, 109 Bidders Notified, 2 Bids Received

	Vendor's Name	Fast Dry Courts, Inc.	Sport Surfacing, LLC.
	FEIN	59-2821640	26-4143866
	Reference Form	Received	Received
	Public Entity Crimes (PEC) form	Received	Received
	ADA Affidavit	Received	Received
	Business Entity Affidavit	Received	Received
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)	Received	Received
	W-9, Request for Taxpayer Identification Number	Received	Received
	Proof of Workers Compensation Insurance or Exemption	Received	Received
	Ownership Disclosure Affidavit	Received	Received
	Drug-Free Workplace Certificate	Received	Received
	Employee Background Verification Affidavit	Received	Received
	Applicable Business License	Active	None
	Business Tax Receipt	Received	Received
	MANUFACTURER'S PRODUCT LINE	Tropicoat	California Products
Resurface court using acrylic court resurfacing material applied at manufacturers recommended rate of coverage.	Square Foot	\$ 0.16	\$ 0.15
Apply first color coat at manufacturer's recommended rate of coverage.	Square Foot	\$ 0.19	\$ 0.15
Standard color striping on any court, up to 3" wide, per attached diagrams. Two (2) coats minimum, plus line sealer. Standard colors include: White, Black, Yellow, Blue, Green and Red). All other colors are custom.	Linear Foot	\$ 1.00	\$ 0.05

Note: * RESULTING AWARD(S) WILL BE BASED UPON THE COMBINED LOWEST COST OFFERED TO RESURFACE, COLOR COAT (FIRST COAT ONLY) AND STRIPE (STANDARD COLORS ONLY) ONE TENNIS COURT, PER USTA SPECIFICATIONS. ONE USTA TENNIS COURT MEASURES 4,200 SQUARE FEET WITH 516 LINEAR FEET OF STRIPING.

		Vendor's Name	Fast Dry Courts, Inc.	Sport Surfacing, LLC.
		FEIN	59-2821640	26-4143866
ITEM	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	Pressure clean entire court surface	Square Foot	\$ 0.05	\$ 0.05
2	Remove / repair / replace damaged asphalt areas	Square Foot	\$ 8.00	\$ 4.50
3	Remove / repair / replace damaged concrete areas	Square Foot	\$ 10.00	\$ 4.50
4	Remove / repaint net posts	Set	\$ 75.00	\$ 10.00
5	Replace net posts	Set	\$ 450.00	\$ 250.00
6	Patch all cracks with fill or court patch binder	Linear Foot	\$ 4.50	\$ 0.50
7	Flood court; patch / level all areas lower than 1/8 inch in depth	Square Foot	\$ 5.00	\$ 0.10
8	Cut out and patch root instructions, as applicable.	Linear Foot	\$ 8.00	\$ 5.00
9	Apply concrete primer (concrete courts only)	Square Foot	\$ 0.16	\$ 0.15
10	Resurface court using acrylic court resurfacing material applied at manufacturers recommended rate of coverage	Square Foot	\$ 0.16	\$ 0.15
11	Apply full fiberglass membrane patches over court surfaces to cover and repair visible cracks.	Square Foot	\$ 3.50	\$ 0.38
12	Color coat resurfacing, first coat, applied at manufacturers recommended rate of coverage	Square Foot	\$ 0.19	\$ 0.15
13	Color coat, second coat, applied at manufacturers recommended rate of coverage	Square Foot	\$ 0.19	\$ 0.25
14	Color coat, each additional coat, applied at manufacturers recommended rate of coverage, if required	Square Foot	\$ 0.19	\$ 0.25
15	Standard color striping on any court, up to 3" wide, per attached diagrams. 2 coats minimum, plus line sealer. Standard colors include: White, Black, Yellow, Blue, Green and Red). All other colors are custom.	Linear Foot	\$ 1.00	\$ 0.05
16	Custom color striping on any court, up to 3" wide, per attached diagrams. 2 coats minimum, plus line sealer.	Linear Foot	\$ 1.50	\$ 0.05
17	Optional – sand and repaint existing tennis court posts, 2 coats enamel	Pair	\$ 75.00	\$ 40.00
18	Optional – add-on for multi-color acrylic on same court	Square Foot	N/C	\$ 0.03
19	Optional – add-on for premium acrylic court color	Square Foot	\$ 0.15	\$ 0.05
20	Optional – add-on for track lane striping	Linear Foot	\$ 1.00	\$ 0.62
21	Optional – discount for courts in bank of 2 or 3	Bank	3%	\$ 200.00
22	Optional – discount for courts in bank of 4 or more	Bank	5%	\$ 300.00
23	Optional - Install new nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap.	Each	\$ 295.00	\$ 250.00
24	Optional - Install, replace (match existing) bottom fence rail.	Linear Foot	\$ 7.00	\$ 5.00
25	Optional – Lower existing bottom fence rail.	Linear Foot	\$ 2.00	\$ 2.00
26	Optional - Repair court surface to extend 4 inches past fence line with concrete (of matching court color) at perimeter of courts to keep tennis balls from rolling out of the court area.	Square Foot	\$ 15.00	\$ 6.00
27	Optional - Furnish and install new Proline (or approved equal) aluminum external wind net posts in existing net post sleeves.	Pair	\$ 450.00	\$ 250.00
28	Optional - Pour new concrete footing for external wind net post, when existing post cannot be removed from existing footer.	Each	\$ 400.00	\$ 700.00
29	Optional – Supply and install column protectors/padding. Wilson or approved equal, 2 1/2 inch foam, covered on all sides with 130z vinyl with grommets and lacing.	Each	\$ 450.00	\$ 200.00
30	Other _____ (May attach additional sheet(s), if necessary).	_____	None	None



CITY OF COOPER CITY, FLORIDA

Invitation to Bid

COURT RESURFACING ITB 2018-5-PW

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Release Date: Thursday, March 22, 2018
Due Date: Wednesday, April 18, 2018



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Bid 2018-5-PW, Court Resurfacing

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

**CITY OF COOPER CITY
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Cooper City, Florida, will be accepting sealed bids until 3:00PM (EST) on Wednesday, April 18,2018 from qualified contractors that are capable to preformed restoration and resurfacing of basketball courts, tennis courts and roller hockey rinks, including all labor, materials, tools, supplies, equipment and machinery necessary to perform the work specified, for various participating Co-op agencies, as listed in the Invitation to Bid. Pre-approved resurfacing materials include California Products Corp., Laykold, and Tropiccoat.

**COURT RESURFACING
ITB 2018-5-PW**

The detailed Invitation to Bid (ITB) shall be obtained online at www.DemandStar.com.

Bids must be received in the City Clerk's Office no later than 3:00PM (EST), Wednesday, April 18,2018. The outside of the envelope or box containing one (1) identified, unbound original, two (2) copies and one (1) electronic copy (CD or flash drive) of your bid must be clearly marked "ITB 2018-5-PW, COURT RESURFACING.

Upon issuance of the Notice of Award, the Contractor shall provide a 100% Performance/Payment Bond.

Questions and requests for information relative to this ITB should be directed to the Purchasing Division. Please email questions to Purchasing@CooperCityFL.org.

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY
Kathryn Sims, City Clerk

Please publish one (1) time on:

Thursday, March 22, 2018

Please send invoice and proof of publication to:

Jenna Montoya, Assistant City Clerk
City of Cooper City
PO Box 290910
Cooper City, FL 33329-0910
JMontoya@CooperCityFL.org

SECTION I – INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Cooper City (the “City”) will receive sealed bids on the date and time stated below for Court Resurfacing (Basketball, Tennis & Paddleball Courts; Roller Hockey Rinks; Running Tracks), in accordance with the specifications contained herein and on the Bid Form which is and does become a part of this Bid.

1.2 DUE DATE & SUBMITTALS

1.2.1 All bids are due no later than 3:00PM (EST), Wednesday, April 18,2018, or any time prior thereto, at the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified. All bids received after that time will not be accepted and shall be returned to the Bidder.

1.2.2 Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form.

1.2.3 The completed, signed bid must be submitted in a SEALED ENVELOPE clearly marked with the Bid Title. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

1.2.4 Bids received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City.

1.2.5 The City encourages early submittal of bids. Late bids will be rejected.

1.3 PRE-BID MEETING – NONE

1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

1.5 CONTRACT TERM

1.5.1 The contract shall be for an initial period of three (3) years commencing on the date of issuance of a Notice to Proceed. The contract may be extended for one (1) additional three (3) year term under the same terms and conditions, if mutually agreed upon by both parties.

1.5.2 Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor’s past performance, record of complaints, and compliance with the contract terms.

1.5.3 The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney

1.6 SUPPLY/DELIVERY LOCATION/WORK

The location(s) of the work proposed under this contract are listed in Exhibit B for each participating agency. All work shall be completed during normal business hours, which are Monday-Friday 8:00AM - 4:00PM, unless otherwise approved by City's designee.

1.7 PRICE

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 90 days, commencing on the date of the Bid submission. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED

Bidder's prices shall remain fixed and firm for the initial contract term which is thirty-six (36) months from the time of contract commencement. After the initial contract term, bidder shall have the option to request price adjustments. Any request for price adjustments must be issued at least sixty (60) days prior to the contract anniversary date. The City will consider a price adjustment based on the most current Consumer Price Index for All Urban Consumers (CPI-U), Miami-Fort Lauderdale report as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidder's responsibility to request any pricing adjustment under this provision and the request shall be submitted at least 60 days prior to the contract anniversary date. The bidder, the City will assume that the bidder has agreed that the upcoming contract year shall commence pricing adjustment. Any adjustment request received after the commencement of a new annual period may not be considered.

1.9 METHOD OF AWARD

It is the City's intent to issue a multiple award contract(s), by product line, to the *lowest* responsive, responsible Bidder(s) whose Bid(s) are most advantageous to the City and whose bids wholly conform to the Specifications contained herein.

1.9.1 The contract will be awarded to the *lowest* responsive, responsible Bidder whose Bid, conforming to the Solicitation, is most advantageous to the City. The *lowest* responsive, responsible Bidder(s) will be determined in conjunction with the methods described below. Tie Bids will be decided as described in the General Conditions.

1.9.2 Bidder must bid on all standard items listed on Bid Form to qualify for award of the contract.

1.9.3 The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

1.9.4 Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

1.9.5 The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

1.9.6 The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the task orders are collectively an integral part of the contract between the City and the successful Bidder.

1.9.7 While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Agent, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.9.8 The City reserves the right to automatically extend the contract for a maximum period not to exceed one hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

1.10 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

1.11 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via telephone at (954) 434-4300 x #297 or email Purchasing@CooperCityFL.org. Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

[END OF SECTION]

SECTION II – SOLICITATION SCHEDULE

Item	Date
Release Bid	Thursday, March 22, 2018
Last Date for Receipt of Questions of a Material Nature	Wednesday, April 11, 2018
BIDS DUE (Prior to 3:00PM EST)	Wednesday, April 18, 2018
Recommendation of Award issued to City Commission	Tuesday, May 8, 2018
Anticipated Award of Contract by City Commission	Tuesday, May 22, 2018

[END OF SECTION]

SECTION III - GENERAL CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.

3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

3.1 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may obtain one online at www.DemandStar.com.

3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, task order, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at P.O. Box 290910, Cooper City, FL 33329-0910, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to Accounting@CooperCityFL.org.

3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the task order, Purchase Order, or other authorizing City Document.

3.5 EQUIVALENTS

If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, he shall so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

3.6 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

3.7 CONDITIONS AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

3.9 CANCELLATION

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Agent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

3.10 PROTESTS, APPEALS AND DISPUTES

Protests shall be submitted in writing to the Purchasing Agent no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Agent shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

3.12 COMPLETE PROJECT REQUIRED

Contractor shall complete the work outlined in the Scope of Work as well as any future task orders. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

3.13 PRICES QUOTED

Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

3.14 UNDERWRITERS' LABORATORIES (the "UL")

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Task Order may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

3.16 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

3.17 LEGAL REQUIREMENTS

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

3.18 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.19 OSHA

The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

3.20 ANTI-DISCRIMINATION

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

3.21 DEFAULT

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

3.22 SUBSTITUTIONS

The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

3.23 BIDDER'S FACILITIES

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

3.24 DISCLAIMER

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

3.25 EVIDENCE

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

3.26 DEMONSTRATION OF COMPETENCY

3.26.1 Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

3.26.2 The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

3.26.3 The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

3.26.4 The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

3.27 ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

3.28 INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

3.29 NON-EXCLUSIVE

The City retains the right to procure services from other providers.

3.30 SUNSHINE LAW

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

3.31 FORCE MAJEURE

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

3.32 COLLUSION

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared his Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to his own organization, that in connection with this Bid:

3.32.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

3.32.2 Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

3.32.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

3.32.4 The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

3.32.5 No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

3.33 CONE OF SILENCE

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
- i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
 - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and his staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation

- documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.

E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

3.34 ELIGIBILITY

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

3.35 TIE BIDS/PREFERENCE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

3.35.1 Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

3.35.2 Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3.35.3 Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

3.35.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

3.35.5 Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

3.35.6 Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

3.36 SPOT MARKET PRICING: N/A

3.37 PROPERTY

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

3.38 TERMINATION FOR DEFAULT

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

3.39 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract, in whole or in part, upon 30 days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

3.40 CONFIDENTIALITY

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

3.41 GOVERNING LAW AND VENUE

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

3.42 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

3.43 AUDITS

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

3.44 PUBLIC RECORDS:

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

- G. In accordance with Section 1 19.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

KATHRYN SIMS, CITY CLERK
CITY OF COOPER CITY
9090 SW 50 PLACE
COOPER CITY, FL 33328
954-434-4300 x #291
KSIMS@COOPERCITYFL.ORG

[END OF SECTION]

SECTION IV – SPECIAL CONDITIONS

4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

4.2 TIME OF COMPLETION

Time is a very important factor in the performance of this work. Upon issuance of each task order by the using agency, the work performed under this Contract shall be commenced upon and complete within sixty (60) calendar days. Failure to achieve timely and substantial and/or final completion shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages.

4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

Contractors shall furnish insurance certificates indicating satisfactory insurance coverage at its sole cost and expense, maintain in full force and effect during the term of the agreement, policies of insurance of the type and in the minimum amounts stated below. Such policy close(s) shall be issued by an insurer of recognized responsibility and rated no less than "A" by the A.M. Best Company or similar insurance rating firm. Such policy close(s) shall contain appropriate cross liability clauses, be primary without right of contribution, and shall provide that the City shall be given 30 days advance written notice in the event of cancellation, termination or modification which materially restricts the coverage thereof.

Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Bidder.

4.3.1 Comprehensive General Liability Insurance - \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for Bodily Injury and Property Damage and \$3,000,000 general aggregate for Products/Completed Operations, Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations; products liability and independent contractor's coverage.

Bidder must provide a copy of the Declaration of Coverage Page containing the policy forms and any exclusions of General Liability.

4.3.2 Workers' Compensation Insurance - Contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City and its agents, employees and officials.

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment

4.3.3 Comprehensive Automobile Liability Insurance - Contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

4.3.4 Professional Liability (Errors & Omissions) - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Bidder shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Bidder's own policies.

4.3.5 Builder's Risk Insurance - NOT REQUIRED FOR THIS BID - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1 and 4.3.3 above.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

4.4 PERMITS, FEES AND NOTICES

4.4.1 The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Bidder shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Bidder shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the purchasing division and using department without delay.

4.4.2 The Successful bidder shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Bidder's compliance with any laws or regulations.

4.4.3 The Successful bidder shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

4.5 BONDS

4.5.1 PERFORMANCE/PAYMENT BOND

All task orders that exceed \$100,000 will require, upon award, a 100% Performance Bond which may be in the form of a Cashier's Check, made payable to the City (please note that cashier's checks will be deposited into an escrow account for the term of the bid); or a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be issued from a bank located in Broward County, be in the full amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, would have to give written notice to the bank with a copy to the successful Bidder.

4.5.2 BID BOND - NOT REQUIRED FOR THIS BID

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (Attachment O) issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the Bid opening.

4.6 VARIANCES

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

4.7 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

4.9 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

4.11 CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

4.12 INVOICES/PAYMENT

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to Accounting@CooperCityFL.org, or sent via US Mail to City of Cooper City, P.O. Box 290910, Cooper City, FL 33329-0910. All invoices must reference the applicable task order and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

4.13 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

4.14 REQUESTS FOR MODIFICATION

The City reserves the right to request that the Bidder modify his bid to more fully meet the needs of the City.

4.15 BID ACKNOWLEDGMENT

By submitting a bid, the bidder certifies that he has fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY

The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.

4.18 ALTERNATE BIDS

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR BID

If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Agent shall furnish the revision by written Addendum and will place it on the City's website.

4.20 PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

4.21 RECORDS RETENTION

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made

accessible at the a wardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

4.22 CONTRACT DOCUMENT

The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent task orders or change orders, are collectively an integral part of the contract between the City and the Contractor.

4.23 PERFORMANCE STANDARDS

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. the Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

4.24 LIQUIDATED DAMAGES

Liquidated damages of \$250 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee.

[END OF SECTION]

SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

5.1 SCOPE OF WORK

The purpose of this bid is to restore and/or resurface basketball courts, tennis courts, pickleball courts, paddleball courts, roller hockey rinks, and running tracks at various locations listed in Exhibit 'B'. Approved products to be used shall be manufactured by California Products Corp. or Laykold or Tropicoat. Products shall be used and applied per manufacturer specified application processes. Restoration and resurfacing shall include the following tasks:

- 5.1.1 Remove nets and posts as applicable. Cover and protect any stationary hardware and posts.
- 5.1.2 Prep and clean courts of mildew, debris, and soils, to include pressure cleaning and/or grinding surfaces.
- 5.1.3 Flood court and apply a complete, in-depth hot-mix overlay on surfaces that are badly oxidized, aged and/or have pool planarity & surface drainage. Court surfaces shall be leveled to the proper slope with resurfacing material or asphalt as applicable. Surface variation should not exceed 1/8" in 10 ft. when measured in any direction with a straightedge.
- 5.1.4 Remove and replace asphalt and base of any large depressions in the court surface that cannot be filled and leveled.
- 5.1.5 Cut out and patch root intrusions, as applicable.
- 5.1.6 For concrete courts only, apply concrete primer.
- 5.1.7 Surface courts per manufacturer's product specifications, using resurfacing material. Apply a minimum of two additional coats, with colors, as specified for each court's color scheme.
- 5.1.8 Apply full fiberglass membrane patches over court surfaces to cover and repair visible cracks.
- 5.1.9 Restripe all playing lines according to specifications, or as otherwise specified by the contracting agency.
- 5.1.10 Repaint and re-install existing posts and nets, leaving courts ready for play. Posts shall be painted using Sherwin Williams Pro Industrial DTM Acrylic Coating. Color shall be Hunter Green or Black and will be selected by using agency.

It will be the sole responsibility of the Contractor to dispose of all construction debris at an authorized landfill and all incurred costs shall be borne by the Contractor. **THE CONTRACTOR SHALL NOT USE COOPER CITY OR CONTRACTING AGENCY'S TRASH RECEPTACLES.**

5.2 OPTIONAL CONTRACT USAGE

Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative ("Co-op") are strictly prohibited from using any contract or purchase order resulting from this bid award. However, other Co-op members may participate in the contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Co-op members may participate in any contract on acceptance and approval by the lead agency.

5.3 PLANS AND SPECIFICATIONS

No plans or specifications are associated or required with this work other than that which is contained or referred-to in this ITB. General diagrams are included for reference.

5.4 LIMITATIONS OF OPERATIONS

No work shall be conducted during weekends, City holidays, or past City's business hours. If such work is necessary for the proper care and protection of the work already performed, permission to do such work may be secured from Public Works Director, or his designee.

5.5 FIELD OFFICE

No field office will be required for these projects. However, the Contractor must provide the Department Director, or designee, a local telephone number at which he can be contacted at any time during the performance of the work.

5.6 PERFORMANCE OF WORK

5.6.1 The Contractor will furnish a qualified Superintendent who will be present at all times while work is being performed, and shall be authorized to act for the Contractor. The Contractor shall maintain sufficient plant, equipment, and labor on the job site to meet the requirements of the work.

5.6.2 Equipment shall be kept in a satisfactory operating condition and capable of safely and efficiently performing the work. All operations shall be subject to inspection by the City at all times.

5.6.3 If the City requests it, the Contractor shall at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed by the City. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be paid for as "Extra Work." Should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed shall be at the Contractor's expense. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect be discovered or obligate the City to final acceptance.

5.6.4 It is expressly understood that the Contractor is in all respects an independent Contractor for this work, notwithstanding that under certain conditions, he is bound to follow the directions of the City, and is in no respect an agent, servant or employee of the City.

5.7 RESTORATION OF PROPERTY

Property, public or private, if damaged during construction or removed for the convenience of the work shall be repaired or replaced at the expense of the Contractor in a manner acceptable to the City, prior to the final acceptance of the work. Such facilities shall include but are not limited to: signalization equipment and miscellaneous hardware removed from construction site, driveways, walkways, walls, fences, mailboxes, sod, landscaping, irrigation, or underground utilities.

5.8 PROJECT SAFETY

Contractor shall properly provide for the protection and safety of the public and of private property on each work site, to the satisfaction of the City.

5.9 MATERIALS

The all-weather surfacing materials specified herein are manufactured by California Products Corporation, Laykold, Tropiccoat. Products specified are to establish a standard to quality only and are not intended to limit or exclude other products. All materials used shall be from a manufacturer that has regularly engaged in the manufacturing of these products for a minimum of five (5) years and must meet the product specifications. If offering an equivalent product, Bidder must provide written documentation from the manufacturer that all products used are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. This system is composed of a color concentrate and a neutral non-pigmented acrylic with round sand.

The specification requires the provision of a complete surfacing system of specially formulated materials, each compatible with the other, which, when properly installed, will produce a high quality of all-weather surface. Under no circumstances will a surfacing system comprised of several products produced or manufactured from different sources be considered.

5.9.1 Resurfacing materials shall be manufactured by California Products Corporation or Laykold or Tropiccoat and applied according to recommended manufacturer's specifications.

5.9.2 Asphalt and/or concrete used for repairs to the court surface shall be of proper type, strength and depth so as to properly match the surface of the existing court, and shall be installed using proper industry standards for this type of repair.

5.9.3 The water used in all mixtures shall be fresh and potable.

5.9.4 The Contractor shall provide the services of all workmen, mechanics, tradesmen and other employees trained and skilled in their various occupations and all materials and equipment. The request for work to be performed will require the Contractor to

supply all labor, equipment, materials and work incidental to, or described or implied as incidental to, the construction included under this Contract, notwithstanding any omission in the drawings or specifications.

5.9.5 All materials and every process and operation of manufacture, construction and erection shall be subject to inspection at all times, and the City shall have free access to all parts of the work of construction and erection. The Contractor shall remove, reconstruct, replace and make good, as may be directed, without charge, any defective work. Oversight or error or judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered.

5.10 APPLICATION

5.10.1 The surface to be coated shall be sound, smooth, and free from dust, dirt or oily materials. Entire surface shall be pressure cleaned prior to the application of surfacing materials.

5.10.2 The entire surface should be checked for any depressions or irregularities. After the courts have been flooded, any depression covering a nickel shall be corrected using manufacturer specified products and manufacturer application specifications.

5.10.3 Large depressions shall be cut out, the base layer leveled and corrected to standard, and patched.

5.10.4 No application shall be covered by a succeeding application until thoroughly cured.

5.10.5 The finished surface shall have a uniform appearance and be free from ridges and tool marks.

5.10.6 Work involving resurfacing products shall not be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F.

5.11 PAYMENT OF TESTS

Except when otherwise provided, the expense of all tests requested by the City will be borne by the Contractor. Procedure for making test required by the City will be in conformance with the Florida Department of Transportation Specifications for the particular material involved.

Tests rendering unsatisfactory reports shall be cause for rejection. The cost for all retesting shall be the Contractor's responsibility.

5.12 CONTRACTOR'S RESPONSIBILITIES

5.12.1 The awarded Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage or other acts of God) or vandalism.

5.12.2 The awarded Contractor shall completely secure the work areas prior to beginning project work to ensure the safety of the general public.

5.12.3 The awarded Contractor shall furnish, at their expense, all labor, equipment, machinery, tools, materials, transportation, and services necessary to fully complete all work specified.

5.12.4 The awarded Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.

5.12.5 The awarded Contractor shall have an English speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all work and specifications with the authority to act on the contractor's behalf.

5.12.6 Deliver materials to the site(s) in manufacturer's original sealed containers with proper labels attached.

5.12.7 Store materials in accordance with manufacturer's instructions: Protect from extremes of weather, temperature, moisture, and other damage.

5.12.8 All damage to grass, trees, or shrubs which occurs as a result of the contractor's application of materials shall be remedied by the contractor at no additional cost to the City. Repairs made as a result of damage must be guaranteed for a period of 90 days. Should the replacement grass or shrub die in the 90-day period the contractor shall replace the materials continually until the area is re-established. The City will only continue standard and customary practices for maintenance of the areas during re-establishment period. The City's personnel shall not be tasked with extraordinary watering or maintenance.

5.13 PERIODIC CLEAN UP

5.13.1 The Contractor shall schedule periodic cleaning to keep the worksite and adjacent properties free from accumulations of waste materials, rubbish and debris resulting from Contractor's work.

5.13.2 The Contractor shall provide an on-site container for the collection of debris and rubbish and dispose of waste off the City's property. **THE CONTRACTOR SHALL NOT USE COOPER CITY OR CONTRACTING AGENCY'S TRASH RECEPTACLES.**

5.13.3 The Contractor shall leave all work sites in a neat and orderly fashion at the end of each work day. At completion of work, the Contractor shall remove all work materials, tools, machinery, and surplus materials from the work site and shall leave project in ready to use condition. The Contractor assumes all liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards.

5.14 FINAL CLEAN UP

Upon completion of the work specified herein, and before acceptance of any part thereof, and any payment made to include final payment, the Contractor shall remove from the site completed, all machinery, equipment surplus and discarded materials and temporary structures. The disposal of all materials, rubbish and construction debris shall be made at a legal disposal site. Material cleared from site and deposited on adjacent or nearby property will not be considered as having been disposed of properly. **THE CONTRACTOR SHALL NOT USE COOPER CITY OR CONTRACTING AGENCY'S TRASH RECEPTACLES.**

5.15 WARRANTY/GUARANTEEE

The successful Bidder shall warranty all work performed and materials supplied for a period of one (1) year. Any additional warranty by the manufacturer shall be extended to the City. The contracting firm will pay warranty work cost.

5.15.1 GUARANTEE

The successful Bidder will be required to guarantee all items supplied.

5.16 BIDDER QUALIFICATIONS

In order for bids to be considered, Bidders must submit with their bid, evidence that they are qualified to satisfactorily perform the specified work. Evidence shall include all information necessary to certify that the Bidder; maintains a permanent place of business; has technical knowledge and practical experience to complete this scope of work; has available the organization and qualified manpower to complete the work; has adequate financial status to meet the financial obligations incidental to the work; has not had just or proper claims pending against him or his work; and has performed work of a similar nature to that described in the Scope of Work. The evidence will consist of a complete list of projects for which the Bidder has performed work similar to that shown in the Contract Documents for each of the last five (5) years.

[END OF SECTION]

Attachment A
(Page 1 of 7)

City of Cooper City, Florida

Bid Form

COURT RESURFACING

ITB 2018-5-PW

Bids Due: Wednesday, April 18, 2018

For information contact the Purchasing Division:

Kerri Anne Fisher - Purchasing Agent
Claudia Portocarrero - Purchasing Assistant
Tel: 954-434-4300 ext. #297
Purchasing@CooperCityFL.org

Date Issued: Thursday, March 22, 2018

Submitted by: _____
(Company name)

Attachment A
(Page 2 of 7)

Project: COURT RESURFACING

Contract Identification: ITB 2018-5-PW

Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 90 days from the date of the bid opening. Bidder will sign and submit an agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the City's notice of award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Copies
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive or CD) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to PO Box 290910, Cooper City, Florida 33329-0910.
5. Addenda, Additional Information-Contact with City Staff
Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A
(Page 3 of 7)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCityFL.org, who may respond in kind with copies to all Bidders. The deadline for submission of questions is 5:00PM, Wednesday, April 11, 2018.

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission. IN MOST CASES THE AWARDED BID WILL SERVE AS THE CONTRACT.

6. Summary of Documents to be submitted with Bid

- A. Bid Form
- B. Reference Form
- C. Public Entity Crimes (PEC) Form
- D. ADA Affidavit
- E. Business Entity Affidavit
- F. Bidder's Foreign (Non-Florida) Corporate Statement (If Not Applicable, please write N/A across the document, bidder's legal name, and sign)
- G. W-9, Request for Taxpayer Identification Number
- H. Proof of Workers Compensation Insurance or Exemption
- I. Ownership Disclosure Affidavit
- J. Drug-Free Workplace Certificate
- K. Employee Background Verification Affidavit
- L. Applicable business and professional licenses

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Attachment A
(Page 4 of 7)

Vendor/ Bidder Contact Information

Name of Company: _____

Address: _____

Primary Contact: _____

Title: _____

Tel: _____ Fax: _____

Email Address (Required): _____

Alternate Contact: _____

Title: _____

Tel: _____ Fax: _____

Email Address (Required): _____

Company's Website: _____

Remit to Address (if different from above): _____

Remit to Contact: _____

Attachment A
 (Page 5 of 7)

**PRICING SHEET
 COURT RESURFACING**

BIDDERS MAY BID ONE OR ALL APPROVED PRODUCT LINES. IF MORE THAN ONE PRODUCT LINE IS BID, SEPARATE BID FORMS SHALL BE SUBMITTED FOR EACH.

PRODUCT LINES MAY NOT BE MIXED FOR ANY REASON

BIDDER MUST **CIRCLE BELOW** TO SPECIFY MANUFACTURER'S PRODUCT LINE(S) OFFERED:
 California Products / Laykold / Tropicoat / Other: (specify): _____

STANDARD ITEMS

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1	Pressure clean entire court surface.	Square Foot	\$
2	Remove / repair / replace damaged asphalt areas.	Square Foot	\$
3	Remove / repair / replace damaged concrete areas.	Square Foot	\$
4	Remove / repaint net posts.	Set	\$
5	Replace net posts.	Set	\$
6	Patch all cracks with fill or court patch binder.	Linear Foot	\$
7	Flood court and patch/level all areas lower than 1/8 inch in depth.	Square Foot	\$
8	Cut out and patch root intrusions, as applicable.	Linear Foot	\$
9	Apply concrete primer (concrete courts only).	Square Foot	\$
10*	Resurface court using acrylic court resurfacing material applied at manufacturers recommended rate of coverage.	Square Foot	\$
11	Apply full fiberglass membrane patches over court surfaces to cover and repair visible cracks.	Square Foot	\$
12*	Apply first color coat at manufacturer's recommended rate of coverage.	Square Foot	\$
13	Apply second color coat at manufacturer's recommended rate of coverage.	Square Foot	\$
14	Apply color coat, each additional coat, applied at manufacturer's recommended rate of coverage, if required.	Square Foot	\$
15*	Standard color striping on any court, up to 3" wide, per attached diagrams. Two (2) coats minimum, plus line sealer. Standard colors include: White, Black, Yellow, Blue, Green and Red). All other colors are custom.	Linear Foot	\$
16	Custom color striping on any court, up to 3" wide, per attached diagrams. Two (2) coats minimum, plus line sealer.	Linear Foot	\$

* RESULTING AWARD(S) WILL BE BASED UPON THE COMBINED LOWEST COST OFFERED TO RESURFACE, COLOR COAT (FIRST COAT ONLY) AND STRIPE (STANDARD COLORS ONLY) ONE TENNIS COURT, PER USTA SPECIFICATIONS. ONE USTA TENNIS COURT MEASURES 4,200 SQUARE FEET WITH 516 LINEAR FEET OF STRIPING.

Attachment A
 (Page 6 of 7)

PRICING SHEET
COURT RESURFACING

<u>OPTIONAL ITEMS</u>			
ITEM	DESCRIPTION	UNIT	UNIT PRICE
17	Optional – Sand and repaint existing tennis court posts, 2 coats enamel	Pair	\$
18	Optional – Add-on for multi-color acrylic on same court	Square Foot	\$
19	Optional – Add-on for premium acrylic court color	Square Foot	\$
20	Optional – Add-on for track lane striping	Linear Foot	\$
21	Optional – Discount for courts in bank of 2 or 3	Bank	\$
22	Optional – Discount for courts in bank of 4 or more	Bank	\$
23	Optional - Install new nets that have at least four rows of lock stitching, UV treated thread, a 36 oz. Vinyl headband, six top rows of double netting, 3.5 mm braided body and center strap.	Each	\$
24	Optional - Install, replace (match existing) bottom fence rail.	Linear Foot	\$
25	Optional – Lower existing bottom fence rail.	Linear Foot	\$
26	Optional - Repair court surface to extend 4 inches past fence line with concrete (of matching court color) at perimeter of courts to keep tennis balls from rolling out of the court area.	Square Foot	\$
27	Optional - Furnish and install new Proline (or approved equal) aluminum external wind net posts in existing net post sleeves.	Pair	\$
28	Optional - Pour new concrete footing for external wind net post, when existing post cannot be removed from existing footer.	Each	\$
29	Optional – Supply and install column protectors/padding. Wilson or approved equal, 2 1/2 inch foam, covered on all sides with 130z vinyl with grommets and lacing.	Each	\$
30	Other _____ (May attach additional sheet(s), if necessary).	_____	\$

Attachment A
(Page 7 of 7)

PRICING SHEET
COURT RESURFACING

STANDARD COURT colors (included in unit price - no add-on pricing):

_____	_____	_____	_____
_____	_____	_____	_____

OPTIONAL COURT colors (add-on pricing):

_____	_____	_____	_____
_____	_____	_____	_____

OPTIONAL LINE colors (add-on pricing):

_____	_____	_____	_____
_____	_____	_____	_____

Submitted by:	_____
	(Print)
Authorized Signature:	_____
	(Sign)
Company Name:	_____
Date:	_____

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>

	<i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____
	<i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	_____

Attachment B

REFERENCES

1. CLIENT NAME(Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

2. CLIENT NAME (Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

3. CLIENT NAME (Company/Entity): _____
ADDRESS: _____

CONTACT NAME: _____
CONTACT'S TITTLE: _____
TELEPHONE: _____
E-MAIL (REQUIRED): _____

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT C
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C
(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite City State

State and Date of Incorporation:

Signature of Affiant

Date

Print Name

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

Attachment F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
 - _____ (a) Maintaining, defending, or settling any proceedings.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in NOT a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

BIDDER'S LEGAL NAME

Attachment H

REQUEST FOR PROOF OF
WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faja.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to Purchasing@CooperCityFL.org.

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Print Name

Date

STATE: FLORIDA

COUNTY: _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____
Name of person making statement

Signature of Notary Public - State of Florida

(NOTARY SEAL) _____
Name of Notary Typed, Printed, or Stamped

Personally Known _____ **OR** Produced Identification _____

Type of Identification Produced _____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm’s policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee’s community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

“As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein”.

Signature of Affiant

Print Name

Date

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____.	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, _____ of _____, attest that all personnel used in
(Print Name) (Company Name)
the performance of this work have had a criminal background check with a passing grade and have
been drug tested with a passing grade and are legally documented to work in the United States.

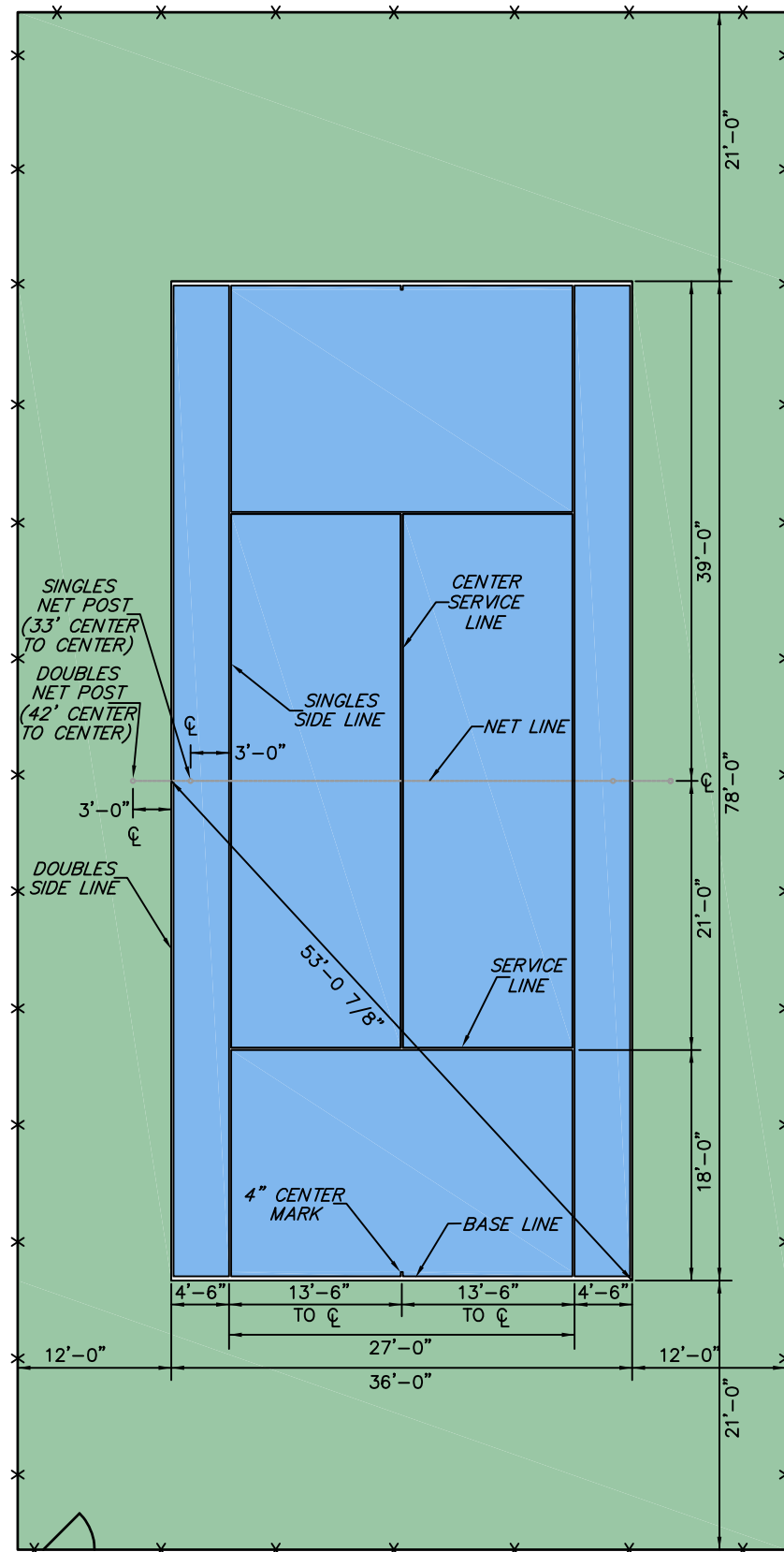
Signature of Affiant

Print Name

Date

STATE: FLORIDA
COUNTY: _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT A
APPENDIX A



78 FOOT COURT

NOTES:

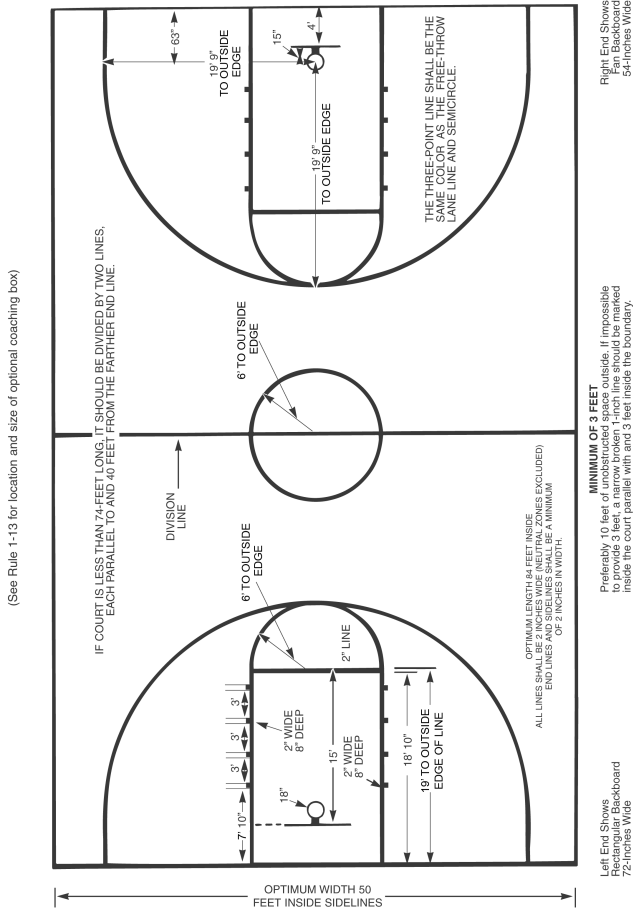
1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
2. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

78 FOOT TENNIS
TYPICAL STRIPING PLAN

NOVEMBER 4, 2010

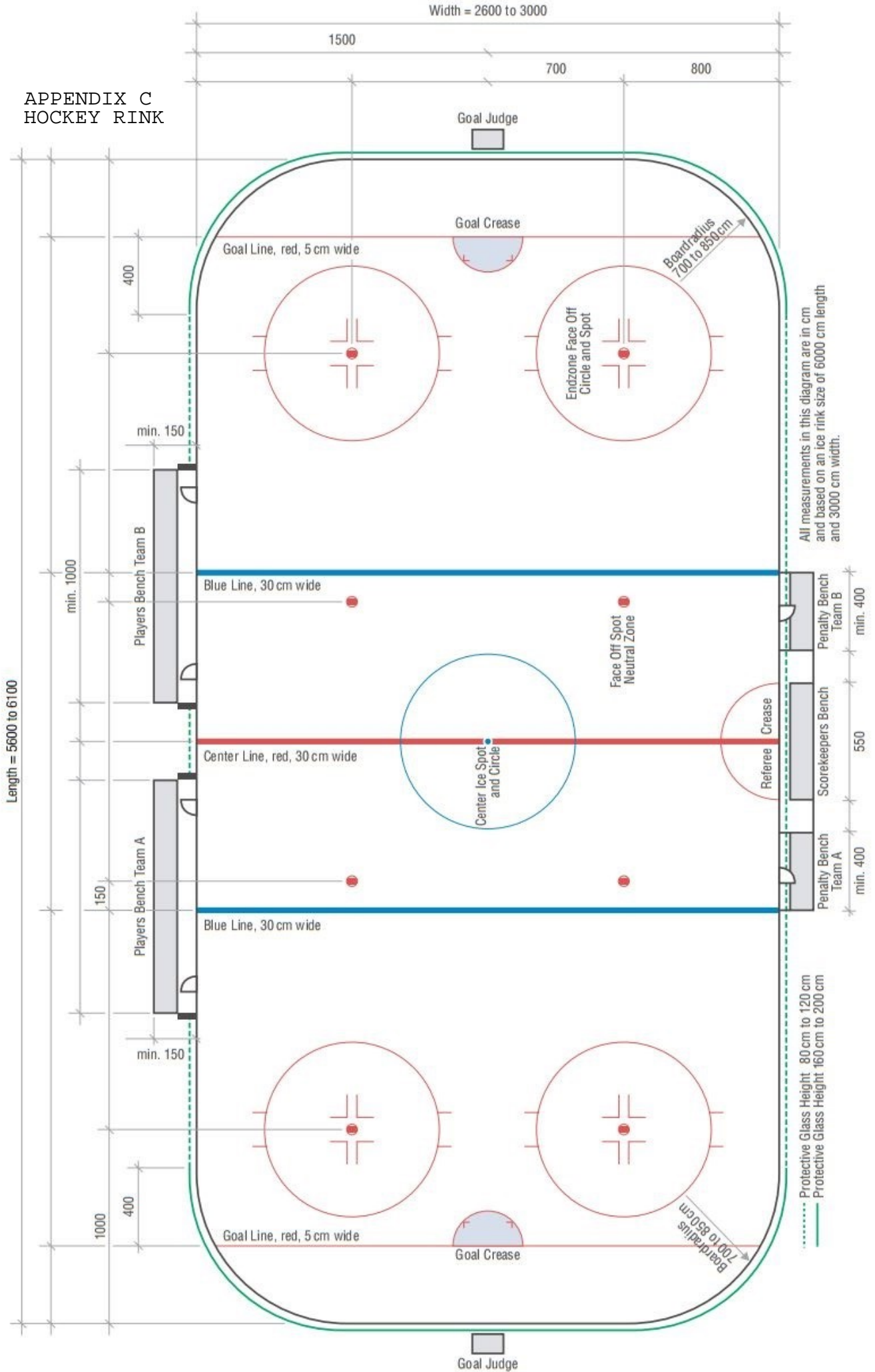


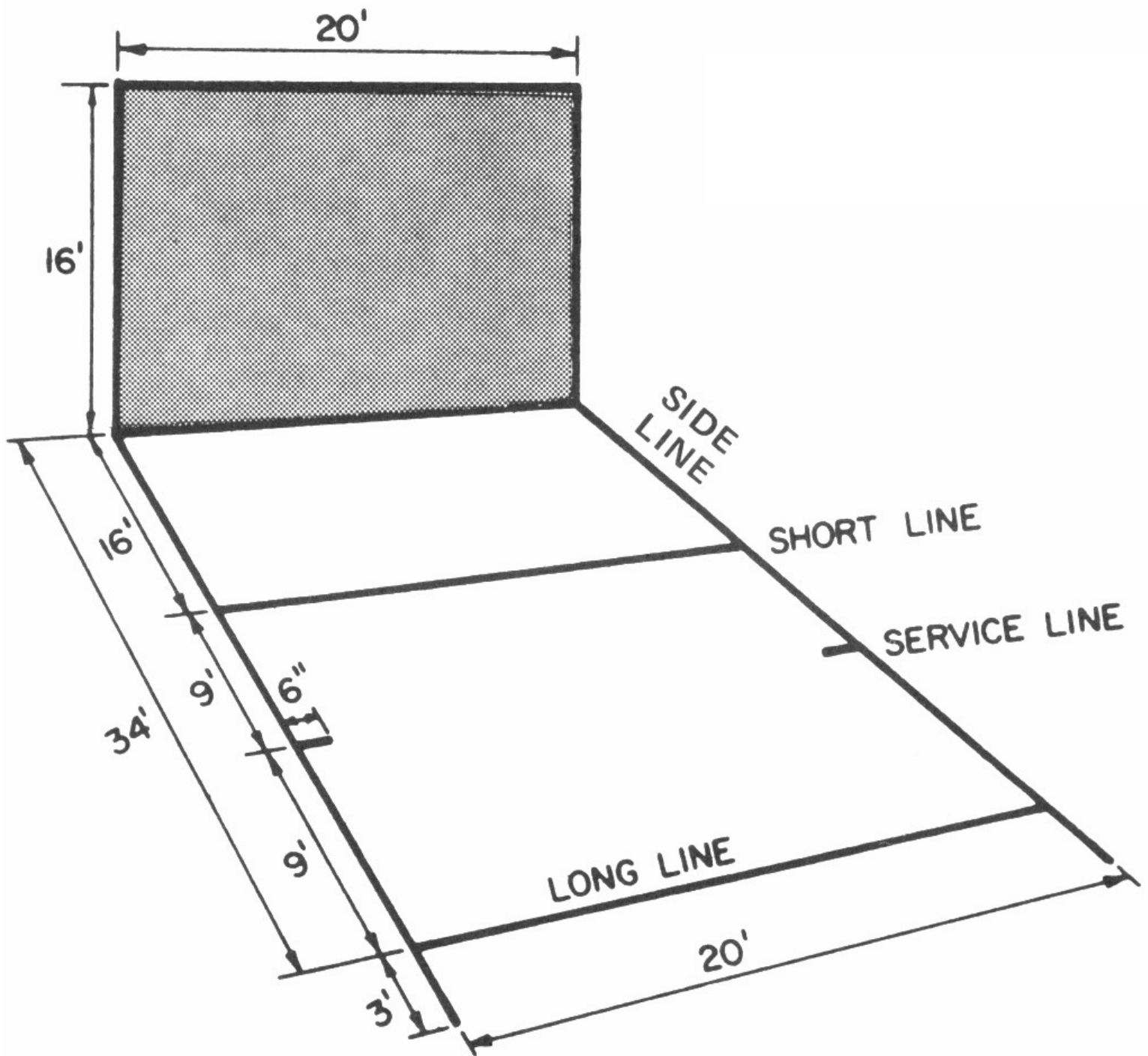
Figure 1-1 Basketball Court Diagram



NOTE: Except as specifically stated in the rules, information on field diagrams in this book is suggestive only; it is not required by NFHS rules. The construction and layout of all courts and fields used for high school competition are subject to any controlling laws and building codes, and to the sound judgment of the persons in charge of the facilities.

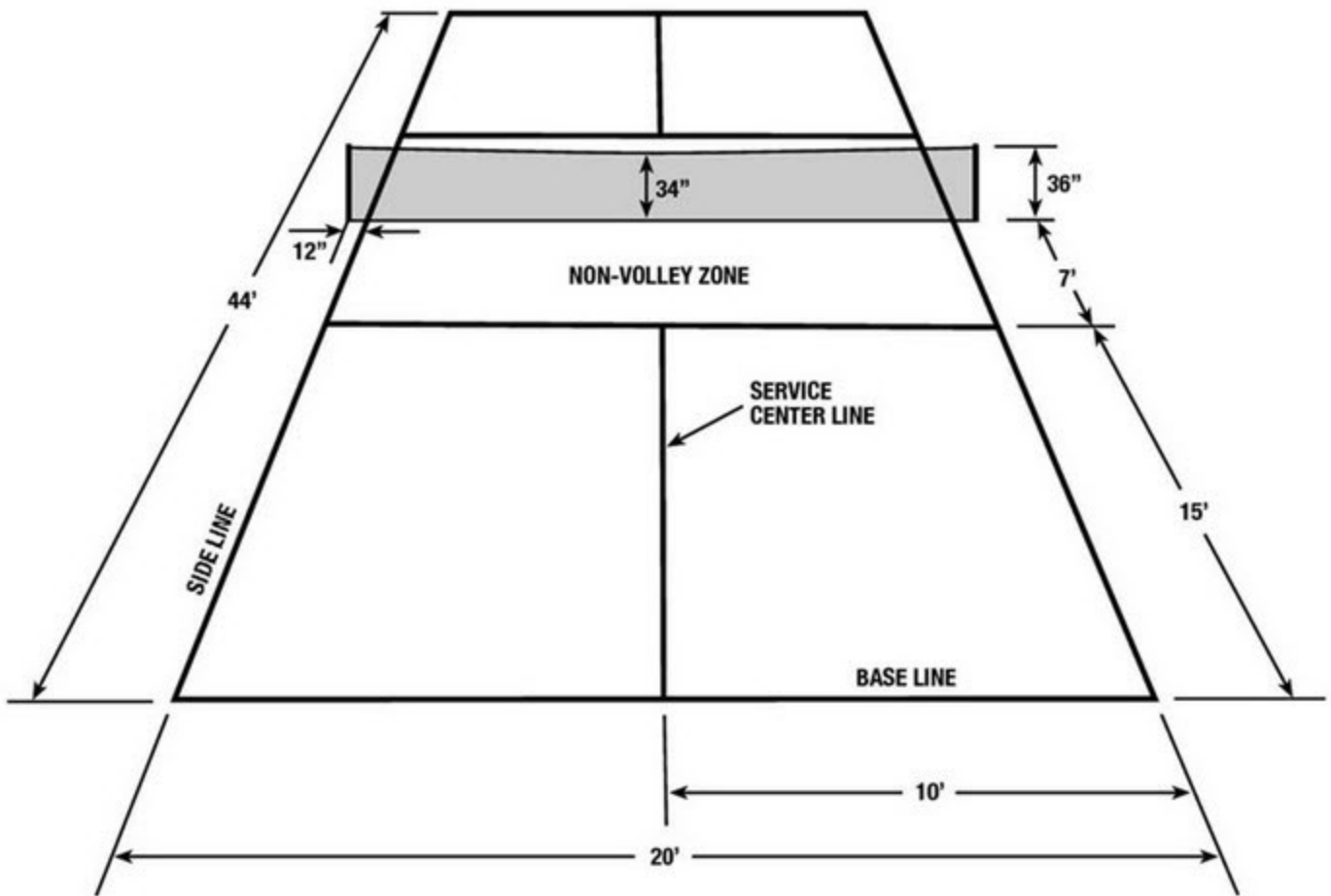
APPENDIX C
HOCKEY RINK





OFFICIAL ONE-WALL
PADDLEBALL/RACQUETBALL COURT

Pickleball Court Diagram



NETBALL COURT DIMENSIONS

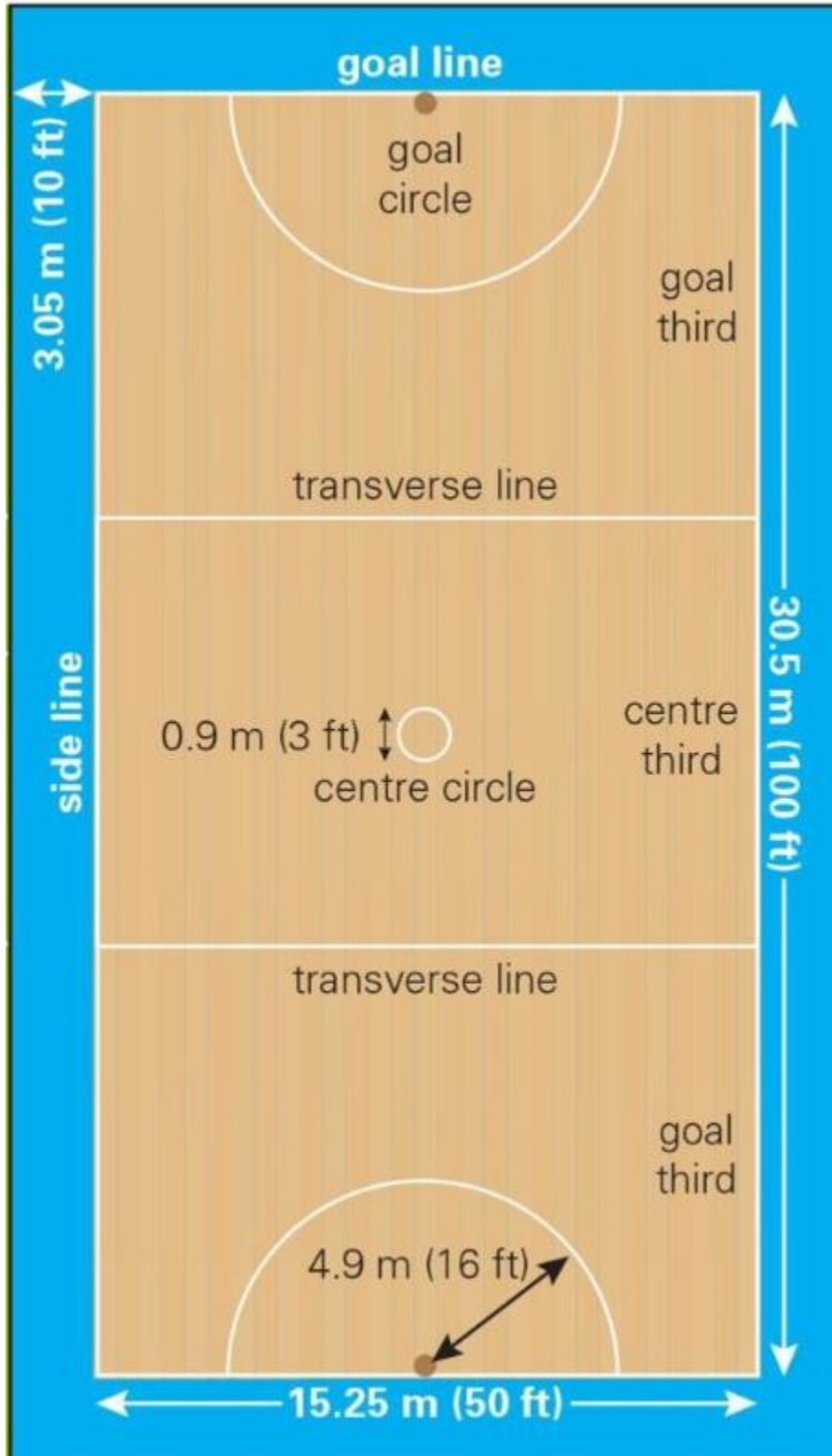


EXHIBIT B

COURT/RINK LOCATIONS

<u>Agency</u>	<u>Court Type</u>	<u>Facility/Park</u>	<u>Address</u>	<u>City, State</u>	<u>Qty</u>	<u>Budget Year</u>
Aventura	BB Full	Waterways Park	3301 NE 188 St	Aventura, FL	1	TBD
Aventura	Tennis	Founders Park	3105 NE 190 St	Aventura, FL	1	TBD
Aventura Total					2	
Cooper City	BB Full	Christie Schafale Park	4900 SW 87 Avenue	Cooper City, FL	1	18/19
Cooper City	BB Full	Diamond Head Park	3699 NW 89 Way	Cooper City, FL	1	18/19
Cooper City	BB Full	Flamingo Park	5300 SW 122 Avenue	Cooper City, FL	1	19/20
Cooper City	BB Full	Pool & Tennis Center	11600 Stonebridge Pkwy	Cooper City, FL	2	18/19
Cooper City	BB Full	Stirling Palm Park	5879 SW 102 Avenue	Cooper City, FL	1	18/19
Cooper City	BB Full	Ted Ferone Park	5090 SW 106 Avenue	Cooper City, FL	1	19/20
Cooper City	Tennis	Pool & Tennis Center	11600 Stonebridge Pkwy	Cooper City, FL	8	18/19
Cooper City	Tennis	Tamarind Park	5475 SW 115 Avenue	Cooper City, FL	2	20/21
Cooper City	Tennis	Ted Ferone Park	5090 SW 106 Avenue	Cooper City, FL	2	19/20
Cooper City	BB Full	Cooper City Sports Complex	10300 Stirling Road	Cooper City, FL	2	20/21
Cooper City	BB Full	Forest Lake Park	5700 SW 113 Avenue	Cooper City, FL	1	20/21
Cooper City	Tennis	Flamingo Park	5300 SW 122 Avenue	Cooper City, FL	1	19/20
Cooper City	Tennis	Forest Lake Park	5700 SW 113 Avenue	Cooper City, FL	2	20/21
Cooper City	Hockey Rink	Cooper City Sports Complex	10300 Stirling Road	Cooper City, FL	2	21/22
Cooper City Total					27	
Davie	BB 1/2	Palomino Park	15410 SW 50 st	Davie, FL	1	TBD
Davie	BB 1/2	Wes Griffin Park	2300 SW 71 Terr	Davie, FL	1	TBD
Davie	BB Full	Betty Booth Park	4200 SW 61 ave	Davie, FL	1	TBD
Davie	BB Full	Driftwood Park	3300 SW 77 Ave	Davie, FL	1	TBD
Davie	BB Full	Pine Island Park	3801 S Pine Island Rd	Davie, FL	4	TBD
Davie	BB Full	Potter Park	4300 SW 57 Terr	Davie, FL	1	TBD
Davie	BB Full	Reflections Park	4200 Alpine Woods Rd	Davie, FL	1	TBD
Davie	BB Full	Shenandoah Park	14601 SW 14 st	Davie, FL	1	TBD
Davie	BB Full	Waverly Park	6625 Hawks Bluff Ave	Davie, FL	2	TBD
Davie	BB Full	Waterford Park	15090 S Waterford Dr	Davie, FL	2	TBD
Davie	BB Full	Liberty Park	13500 SW 8 st	Davie, FL	1	TBD
Davie	BB Quad	Betty Booth Park	4200 SW 61 ave	Davie, FL	1	TBD
Davie	Tennis	Pine Island Park	3801 S Pine Island Rd	Davie, FL	4	TBD
Davie	Tennis	Shenandoah Park	14601 SW 14 st	Davie, FL	2	TBD
Davie	Tennis	Waverly Park	6625 Hawks Bluff Ave	Davie, FL	2	TBD
Davie	Tennis	Waterford Park	15090 S Waterford Dr	Davie, FL	2	TBD
Davie	Pickleball	Pine Island Park	3801 S Pine Island Rd	Davie, FL	6	TBD
Davie	Skate Park	Pine Island Park	3801 S Pine Island Rd	Davie, FL	1	TBD
Davie Total					34	
Deerfield Bch	BB Full	Constitution Park	2841 W. Hillsboro Blvd	Deerfield Bch, FL	1	2022
Deerfield Bch	BB Full	Villages of Hillsboro Park	4111 NW 6 Street	Deerfield Bch, FL	2	2019
Deerfield Bch	BB Full	Westside Park	445 SW 2 Street	Deerfield Bch, FL	2	2018
Deerfield Bch	Tennis	Constitution Park	2841 W. Hillsboro Blvd	Deerfield Bch, FL	2	2021
Deerfield Bch	Tennis	Ecidar Park	SW 15 Street	Deerfield Bch, FL	2	2021
Deerfield Bch	Tennis	Villages of Hillsboro Park	4111 NW 6 Street	Deerfield Bch, FL	2	2022
Deerfield Bch	Tennis	Tennis Center	222 N. Dixie Hgwy	Deerfield Bch, FL	6	2021
Deerfield Bch	Running Track	Middle School Athletic Complex	501 SE 6 Avenue	Deerfield Bch, FL	1	*
Deerfield Bch	Pickleball	SE 19th Ave Park	451 SE 19th Avenue	Deerfield Bch, FL	1	2018
Deerfield Bch	BB 1/2	Teen Center	1345 SW 11th Way	Deerfield Bch, FL	1	2021
Deerfield Beach Total					20	

COURT/RINK LOCATIONS

<u>Agency</u>	<u>Court Type</u>	<u>Facility/Park</u>	<u>Address</u>	<u>City, State</u>	<u>Qty</u>	<u>Budget Year</u>
Hallandale	BB Full	Golden Isles Park	424 Layne Boulevard	Hallandale Bch, FL	1	2024
Hallandale	Tennis	Golden Isles Tennis Center	500 Egret Drive	Hallandale Bch, FL	10	2024
Hallandale	BB Full	Scavo Park	900 NW 8 Avenue	Hallandale Bch, FL	1	2020
Hallandale	BB Full	BF James Park	101 NW 9 Street	Hallandale Bch, FL	2	2020
Hallandale	BB Full	Peter Bluesten Park	501 SE 1 Ave	Hallandale Bch, FL	3	2024
Hallandale	Tennis	OB Johnson Park	900 NW 8 Avenue	Hallandale Bch, FL	2	2021
Hallandale	Tennis	Peter Bluesten Park	501 SE 1 Ave	Hallandale Bch, FL	2	2024
Hallandale Total					21	
Hollywood	BB 1/2	Cathy & Bob Anderson Park	5800 Thomas Street	Hollywood, FL	1	TBD
Hollywood	BB 1/2	MB Giulianti Park	4151 N Hills Drive	Hollywood, FL	1	TBD
Hollywood	BB 1/2	Emerald Hills Lakes Park	3901 N 30th Terrace	Hollywood, FL	1	TBD
Hollywood	BB 3/4	Bicentennial Park	7300 Farragut Street	Hollywood, FL	1	TBD
Hollywood	BB 3/4	Poinciana Park	1301 South 21st Avenue	Hollywood, FL	2	TBD
Hollywood	BB Full	Beverly Park	6291 Funston Street	Hollywood, FL	1	TBD
Hollywood	BB Full	David Park	108 N. 33rd Court	Hollywood, FL	1	TBD
Hollywood	BB Full	Washington Park	5199 Pembroke Rd.	Hollywood, FL	1	TBD
Hollywood	BB Full	Dr. MLK Jr. Park	2400 Charleston Street	Hollywood, FL	3	TBD
Hollywood	BB Full	Jefferson Park	1501 Jefferson St	Hollywood, FL	2	TBD
Hollywood	Hockey Rink	Stan Goldman Memorial Park	800 Knights Road	Hollywood, FL	1	TBD
Hollywood	Skate Park	Stan Goldman Memorial Park	800 Knights Road	Hollywood, FL	1	TBD
Hollywood	Paddleball	Charnow Park/Hollywood Bch	311 Garfield Street	Hollywood, FL	6	TBD
Hollywood	Paddleball	Jefferson Park	1501 Jefferson St	Hollywood, FL	2	TBD
Hollywood	Paddleball	David Park	108 N. 33rd Court	Hollywood, FL	2	TBD
Hollywood	Paddleball	Dr. MLK Jr. Park	2400 Charleston Street	Hollywood, FL	2	TBD
Hollywood	Paddleball	Driftwood Community Center	3000 North 69 Avenue	Hollywood, FL	2	TBD
Hollywood	Tennis	David Park Tennis Center	510 N 33rd Court	Hollywood, FL	3	TBD
Hollywood	Tennis	Jefferson Park	1501 Jefferson St	Hollywood, FL	4	TBD
Hollywood Total					37	
Lauderdale Lakes	Tennis	Vincent Torres Memorial Park	4331 NW 36th Street	Lauderdale Lakes, FL	1	TBD
Lauderdale Lakes	Net Ball	Vincent Torres Memorial Park	4331 NW 36th Street	Lauderdale Lakes, FL	1	TBD
Lauderdale Lakes	BB 3/4	Vincent Torres Memorial Park	4331 NW 36th Street	Lauderdale Lakes, FL	1	TBD
Lauderdale Lakes	BB Full	Vincent Torres Memorial Park	4331 NW 36th Street	Lauderdale Lakes, FL	1	TBD
Lauderdale Lakes	BB 3/4	Northgate Neighborhood Park	3555 West Oakland Park B	Lauderdale Lakes, FL	2	TBD
Lauderdale Lakes	BB 3/4	Willie Webb Senior Park and Com	3601 NW 21st Street	Lauderdale Lakes, FL	2	TBD
Lauderdale Lakes Total					8	
Margate	BB 1/2	Coral Gate Park	5500 Coral Lake Drive	Margate, FL	3	2020
Margate	BB 1/2	Oriole Park	7095 NW 1 st Street	Margate, FL	1	TBD
Margate	BB 1/2	Royal Palm Park	602 Royal Palm Blvd.	Margate, FL	3	2018
Margate	BB Full	Margate Middle School	500 NW 65 Avenue	Margate, FL	2	TBD
Margate	BB Full	Centennial Park	7800 Royal Palm Blvd.	Margate, FL	1	2021
Margate	BB Full	Firefighters Park	2500 Rock Island Road	Margate, FL	2	2019-2020
Margate	BB Full	Southgate Park	655 SW 50 Avenue	Margate, FL	1	2021
Margate	BB Full	Winfield Park	6400 Winfield Blvd.	Margate, FL	1	2018
Margate	Tennis	Coral Gate Park	5500 Coral Lake Drive	Margate, FL	4	2020
Margate	Tennis	Firefighters Park	2500 Rock Island Road	Margate, FL	5	2019-2020
Margate Total					23	

COURT/RINK LOCATIONS

<u>Agency</u>	<u>Court Type</u>	<u>Facility/Park</u>	<u>Address</u>	<u>City, State</u>	<u>Qty</u>	<u>Budget Year</u>
Miramar	BB Full	Ansin Sports Complex	10801 Miramar Blvd.	Miramar, FL	3	2019
Miramar	Tennis	Youth Enrichment Center	7000 Miramar Parkway	Miramar, FL	3	2019
Miramar	BB Full	Vizcaya	14200 SW 55th Street	Miramar, FL	2	2019
Miramar Total					8	
North Miami Beach	Tennis	Snyder Tennis Center	16851 West Dixie Hwy	NMB, FL	6	TBD
North Miami Beach	BB Full	Victory Park	17011 NE 19 Ave.	NMB, FL	2	TBD
North Miami Beach	BB Full	Uleta Park	16880 NE 4 th Court	NMB, FL	2	TBD
North Miami Beach	BB Full	Washington Park	15290 NE 15 Ct	NMB, FL	2	TBD
North Miami Beach	BB Full	Highland Village	13651 NE 21 St Ave	NMB, FL	1	TBD
North Miami Beach Total					13	
Parkland	BB Full	Pine Trails Park	10561 Trails End	Parkland, FL	4	TBD
Parkland	BB Full	Terramar Park	6575 NW 76 Drive	Parkland, FL	5	TBD
Parkland	Pickleball	Terramar Park	6575 NW 76 Drive	Parkland, FL	4	TBD
Parkland	Tennis	Terramar Park	6575 NW 76 Drive	Parkland, FL	5	TBD
Parkland Total					18	
Pompano Beach	Tennis	Mitchell Moore Park	901 N.W. 10th St	Pompano Beach FL	7	20/21
Pompano Beach	Tennis	Apollo Park	240 N.W. 16th Ave	Pompano Beach FL	1	TBD
Pompano Beach	BB Full	Community Park	1002 NE 10th St	Pompano Beach FL	2	TBD
Pompano Beach	BB Full	Avondale Park	225 SW 6th Ave	Pompano Beach FL	1	18/19
Pompano Beach	BB Full	Fairview Park	801 SW 8th St	Pompano Beach FL	2	19/20
Pompano Beach	Tennis	McNab Park	2250 E Atlantic Blvd.	Pompano Beach FL	1	18/19
Pompano Beach	BB Full	McNab Park	2250 E Atlantic Blvd.	Pompano Beach FL	1	18/19
Pompano Beach	Tennis	Kipp Jacoby	570 S. Cypress Rd	Pompano Beach FL	2	19/20
Pompano Beach	BB Full	North Pompano Park	4400 NE 18th Ave	Pompano Beach FL	2	20/21
Pompano Beach	BB Full	Hunters Manor Park	1801 NW 14th St	Pompano Beach FL	1	21/22
Pompano Beach	Tennis	Hunters Manor Park	1801 NW 14th St	Pompano Beach FL	1	21/22
Pompano Beach Total					21	
Riviera Beach	BB Full	Dan Callaway Park	10th Street	Riviera Beach	8	TBD
Riviera Beach	Tennis	Dan Callaway Park	10th Street	Riviera Beach	2	TBD
Riviera Beach	BB Full	Sadie McCray Park	George St	Riviera Beach	1	TBD
Riviera Beach	BB Full	Monroe Heights Park	Avenue M	Riviera Beach	1	TBD
Riviera Beach	Tennis	Wells Complex	Ave H	Riviera Beach	4	TBD
Riviera Beach Total					16	
Sunrise	Tennis	City Park	6700 Sunset Strip	Sunrise, FL	2	2018
Sunrise	BB Full	Sunrise Athletic Complex	11502 NW 44 Street	Sunrise, FL	1	TDB
Sunrise	Tennis	Sunrise Athletic Complex	11501 NW 44 Street	Sunrise, FL	3	2019
Sunrise	BB Full	Flamingo Park	12856 NW 8 Street	Sunrise, FL	2	TDB
Sunrise	Tennis	Flamingo Park	12855 NW 8 Street	Sunrise, FL	1	TBD
Sunrise Total					9	
Tamarac	Tennis	Tamarac Sports Complex	9901 NW 77th Street	Tamarac, FL	4	TBD
Tamarac	BB Full	Tamarac Sports Complex	9902 NW 77th Street	Tamarac, FL	3	TBD
Tamarac	Skate Park	Tamarac Sports Complex	9903 NW 77th Street	Tamarac, FL	1	TBD
Tamarac Total					8	
Grand Total					265	

NOTES: * Deerfield Beach has one 400 meter, 6-lane running track. No drawing is available.