11

**SUBJECT: SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS**

**BID #: CP-0367-23** **OPEN DATE: 2023-05-17**

**GENERAL GOVERNMENT AWARDS COMMITTEE**

**KIND AND BASIS OF CONTRACT:** CONSTRUCTION FIXED QUANTITY – PERIOD OF SERVICE WILL BE ONE YEAR FROM THE DATE ESTABLISHED IN THE CONTRACT WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

**AGENCY:** PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

**BASIS OF AWARD:** ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

**NUMBER OF BIDS INVITED:** 19 **NUMBER RECEIVED:** 1 **OTHER:** 0

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
Recommend approval of award to the sole responsive, responsible bidder, Coast to Coast Recreation LLC, for Sports Court Maintenance and Construction at Various Duval Locations. Period of service will be one (1) year from the date established in the contract with three (3) one (1) year renewal options. Total award expenditure not-to-exceed $1,500,000.00.

Funding Sources: 32124.167101.565050.000962.00000000.00000.0000000
32124.167101.565051.010422.00000000.00000.0000000, to be executed by purchase order(s).

**Attachments:** Recommendation Memo, Bid Tabulation Sheet, Terms and Conditions, Scope of Work

**ANALYST:** _____
RUBEN OLA

**RESPECTFULLY SUBMITTED:** _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

**CONCURRENCE BY:** Daryl Joseph, Director, Parks, Recreation and Community Services Department

---

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

---

**ACTION OF AWARDING AUTHORITY** DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

# City of Jacksonville, Florida

*Daryl Joseph, Director*

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net


ONE CITY. ONE JACKSONVILLE.

July 24, 2023

## MEMORANDUM

**TO:** Dustin Freeman, Chief
Procurement Division

**FROM:** Daryl T. Joseph, Director

**RE:** **CP-0367-23 SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS- Award Recommendation**

---

In response to the solicitation for bids for Sport Court Maintenance and Construction at Various Duval Locations, the Procurement Division received one (1) response and forwarded the results to the Parks, Recreation and Community Services Department to review for a recommendation of award.

After reviewing and JSEB concurrence, Parks, Recreation and Community Services Department respectfully request that the sole bidder, Coast to Coast Recreation LLC, in the amount of $1,500,000.00

The funding source for this project will be as follows:

32124-167101-565050-000962-00000000-00000-0000000
32124-167101-565051-010422-00000000-00000-0000000

The funds will be encumbered by individual purchase order.

Your assistance in concurring with this recommendation for the respective award would be appreciated.

If you have questions or need additional information regarding this request, please contact Amy Honey at 255-7909.

DJ/ah

Attachment: Bid Tab

# BID TABULATION SHEET

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TITLE: | SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS | | COAST TO COAST RECREATION LLC | | | | | |
| BID NO.: | CP-0367-23 | | | | | | | |
| OPEN DATE: | May 17, 2023 | | | | | | | |
| PURCHASING ANALYST: | RUBEN OLA | | | | | | | |
| BID ANNOUNCER: B. KEMP, BID RECORDER: M. PIERCE | | | | | | | | |
| No. Invited: (19) | No. Received (1) | No Bids: (0) | | | | | | |
| ITEM | DESCRIPTION | QUANTITY | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT |
| 1 | SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS (LINE ITEM NO. 1-22) | 1 LOT | $ 178,612.00 | | | | | |
| | | GRAND TOTAL: | $ 178,612.00 | | | | | |
| | | JSEB 20% PARTICIPATION GOAL: | ✓ | | | | | |
| | | VENDOR PROJECT REFERENCES: | ✓ | | | | | |
| | | CONFLICT OF INTEREST: | ✓ | | | | | |
| | | ADDENDUM(S )( ) | | | | | | |
| | | NOTES: | | | | | | |

## Ola, Ruben

**From:** Covington, LaRoy
**Sent:** Friday, July 21, 2023 2:35 PM
**To:** Honey, Amy
**Cc:** Joseph, Daryl; Jones, Wendy; Leslie-Burney, Annette; Waremburg, Robert; Enz, Jill; Harriman, Rene'e; Ola, Ruben; Coleman Mason, Dinah
**Subject:** RE: For JSEB Compliance Evaluation Review: CP-0367-23 SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS

Good Afternoon Amy,

This project was changed to an encouragement. By doing so, there is no need for the sole bidder to exercise a good faith effort. Therefore, no memo is required from the EBO office at this time. You may proceed with awarding Coast to Coast as the sole bidder. If you have any questions please contact me. Thank you.

**From:** Honey, Amy <AHoney@coj.net>
**Sent:** Friday, July 21, 2023 11:46 AM
**To:** Coleman Mason, Dinah <DinahM@coj.net>; Covington, LaRoy <LCovington@coj.net>
**Cc:** Joseph, Daryl <DJoseph@coj.net>; Jones, Wendy <WendyH@coj.net>; Leslie-Burney, Annette <ABurney@coj.net>; Waremburg, Robert <RWaremburg@coj.net>; Enz, Jill <JEnz@coj.net>; Harriman, Rene'e <RHarrima@coj.net>; Ola, Ruben <RubenO@coj.net>
**Subject:** RE: For JSEB Compliance Evaluation Review: CP-0367-23 SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS

Hi Dinah,

Just wanted to follow up on the below request and see if you needed anything else from Parks?

For clarification Parks is still waiting for updated memo for CP-0367-23- Sport Court Maintenance and Construction at Various Duval Locations to Coast to Coast to proceed with the award.

Please advise.

Thank you!

**Amy Honey, MBA**
Contract Administration Supervisor
City of Jacksonville- Parks, Recreation and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: (904)255-7909
www.coj.net

**From:** Honey, Amy
**Sent:** Wednesday, July 19, 2023 1:42 PM
**To:** Ola, Ruben <RubenO@coj.net>; Coleman Mason, Dinah <DinahM@coj.net>
**Cc:** Joseph, Daryl <DJoseph@coj.net>; Jones, Wendy <WendyH@coj.net>; Leslie-Burney, Annette <ABurney@coj.net>; Waremburg, Robert <RWaremburg@coj.net>; Enz, Jill <JEnz@coj.net>; Covington, LaRoy <LCovington@coj.net>; Harriman, Rene'e <RHarrima@coj.net>
**Subject:** RE: For JSEB Compliance Evaluation Review: CP-0367-23 SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS
**Importance:** High

Good afternoon,

Sorry for all of the confusion on the various request.

For clarification Parks is requesting JCF-0340-23 Lift Ev'ry Voice and Sing Park to go back out to for rebid based off of EBO updated recommendation of "encouragement".

For CP-0367-23- Sport Court Maintenance and Construction at Various Duval Locations- Parks is requesting to move forward with awarding to the sole bidder Coast to Coast and accept their good faith. Based off of EBO recommendation of "encouragement" as well.

Moving forward will EBO need to provide an updated memo for this request so that CP-0367-23- Sport Court Maintenance and Construction at Various Duval Locations can be awarded to Coast to Coast as the only responsive bidder?

Please advise.

Thank you!

**Amy Honey, MBA**
Contract Administration Supervisor
City of Jacksonville- Parks, Recreation and Community Services
214 N. Hogan Street, 4th Floor
Jacksonville, FL 32202
Office: (904)255-7909
www.coj.net

**Department of Finance and Administration**

**Procurement Division**

# CITY OF JACKSONVILLE

July 21, 2023

**To:** Dustin Freeman, Division Chief
Procurement Division

**From:** Dinah Coleman Mason EBO/JSEB Administrator
LaRoy Covington, EBO/JSEB Business Compliance Officer
Jacksonville Small and Emerging Businesses

**RE: Sports Court Maintenance and Construction at Various Duval Locations**

The Jacksonville Small and Emerging Business & Contract Compliance (JSEB) Office has reviewed the scope of work, consulted the using agency, and contacted ready, willing, and available JSEBs.

Based upon our findings, we recommend the following:

- ☒ Encouragement
- ☐ Participation
- ☐ Set-A-Side

Our outreach efforts are documented and attached. Please let us know if you have any questions or concerns.

I can be reached at (904) 255-8833.

Cc: Ruben Ola
Dinah Mason

**Department of Finance and Administration**
**Procurement Division**

# CITY OF JACKSONVILLE

May 23, 2023

**To:** Dustin L. Freeman, Chief
Procurement Division

**From:** Dinah Coleman Mason, EBO/JSEB Administrator
LaRoy Covington, Business Compliance Analyst
Equal Business Opportunity Office / Jacksonville Small & Emerging Business Program

**Re: CP-0367-23 SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS**

The Equal Business Opportunity Office has reviewed the lowest bidder/ proposer for compliance with the Jacksonville Small and Emerging Business (JSEB) program. Based upon the review, and the areas of certification, the lowest bidder/proposer is **COAST TO COAST RECREATION LLC**, with a total base bid of **$178,612.00.** Based upon review the lowest bidders/proposers did not meet the JSEB Requirements.

Our review efforts are documented and available upon request. Please let us know if you have any questions or concerns. I can be reached at (904) 255-8833.

cc: Ruben Ola
Dinah Coleman Mason

CITY OF JACKSONVILLE, FLORIDA

# SECTION 1

# INVITATION TO BID

## BID NO: CP-0367-23

Notice is hereby given that the City of Jacksonville, Florida, will receive sealed Bids in the office of the Procurement Division, Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202, until 2:00 P.M. on the **17th day of MAY, 2023** for the City project titled SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS.

At that time, Bids will be publicly opened, read aloud, and recorded in Room 110, 1st Floor, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202.

### SCOPE OF WORK

The work covered by these specifications consists of furnishing all labor, equipment, supervision, transportation and materials and performing all operations necessary for the maintenance and construction of tennis, basketball and other types of sport courts including but not limited to, resurfacing, re-striping, leveling and sealing of existing courts, installation of new courts and all appurtenant work necessary to accomplish a complete court facility. All work performed at locations designated by the City of Jacksonville, within Duval County.

### PRE-QUALIFICATION

All bidders on this project must be on the approved Pre-Qualified Bidders List Yes ☐ No ☒ with the City of Jacksonville, Procurement Division. Bidding firm must be actively licensed by the State of Florida to perform the scope of services defined herein.

**The Bidder must meet additional pre-qualifications described in Section 3-Bid Proposal, Appendix G, and submit the requested information with the Bid. Failure to meet any of these requirements will be sufficient grounds for rejection.**

**Deadline for Questions:** Monday, May 8, 2023 at 4:00 p.m. For questions, please contact Ruben Ola, Purchasing Analyst, at RubenO@coj.net.

### JSEB PERCENTAGE PARTICIPATION PLAN PROJECT

In accordance with Part 6 of the Purchasing Code and as detailed in the Specifications, this procurement has been designated to be under the **Percentage 20% Participation Plan** to provide Equal Business Opportunity to certain Jacksonville Small Emerging Businesses (JSEB).

The Bidder must submit with their sealed bid a completed schedule of JSEB subcontractor/sub consultant participation; see Appendix "H" of the Proposal (Section 3).

Specifications may be reviewed and obtained at the office of the Procurement Division, Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202. The price per set of Documents is at **NO COST**, or the fees as stated by the 3rd party website as applicable. Payment to the City's Bid Room is required to be paid prior to receipt of the Documents. **PAYMENTS WILL BE ACCEPTED BY CHECK ONLY. NO REFUND WILL BE MADE FOR THESE DOCUMENTS.**

In addition to the Specifications, the CONTRACTOR may need the two-volume set of City Standard Specifications and City Standard Details with Revisions 1 through 16 as provided in Instruction to Bidders.

CITY OF JACKSONVILLE, FLORIDA

# SECTION 2
# INSTRUCTION TO BIDDERS

## 2.1 CONTRACT DOCUMENTS PROCURABLE

2.1.1. The Contract Documents are on file and may be examined in or obtained from the office of the Procurement Division, Ed Ball Building, Suite 105, 214 N. Hogan Street, Jacksonville, Florida 32202.

## 2.2 CONTRACT DOCUMENTS

2.2.1 The Contract Documents contain the following component parts:

Plans, Drawings, Specifications, and Addenda
Invitation to Bid
Instruction to Bidders
Equal Business Opportunity Program (if applicable)
Bid Proposal
Impact Proposal (if applicable)
Bid Bond
Contract Agreement
Contract Bonds
General Conditions
Federal Regulations (if applicable)
Special Conditions
City Standard Specifications
City Standard Details

2.2.2 City Standard Details and City Standard Specifications may be obtained from Development Services, 2nd Floor, Ed Ball Building, 214 N. Hogan Street, Suite 2100, Jacksonville, Florida 32202, at a cost of $40.00 for Details and $80.00 for Specifications. Payment for such documents shall be by cash only and is not refundable. Both Details and Specifications should include revisions 1 through 16. Bidders currently possessing these documents, but lacking any of the revisions, may obtain a set of the revisions from the Engineering Division at a minimal fee.

## 2.3 BID SECURITY

2.3.1 If required below, the Proposal shall be accompanied by a Bid Security in the form of a Bid Bond executed by the Bidder and a Surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida or in the form of a certified or cashier's check drawn on any national bank in an amount of $ N/A made payable to the City of Jacksonville. Said Bid Security guarantees the Bidder will not withdraw from the competition after opening the Bids and, in the event the Contract is awarded to the Bidder, it will execute the Contract and furnish the required bonds within ten (10) days after notification. If it withdraws or fails to provide the bonds, the Bid Security and all proceeds therefrom shall become the property of the CITY as agreed upon, to be fixed as reasonable liquidated damages. In any Contract involving the expenditure of Federal funds, the bond must be written by a Federally approved bonding agency. A copy of the currently approved agencies will be furnished prospective bidders on request from the U. S. Department of Housing and Urban Development (H.U.D.).

Federal funds involved: Yes ☐ **No** ☒

Bid Security Required: Yes ☐ **No** ☒

## 2.4 RETURN OF BID SECURITY

2.4.1 As soon as Bids have been satisfactorily evaluated by the CITY, the Bid Securities accompanying Bids which in the CITY's judgment would not likely be considered for the award may be returned. All other Bid Securities will be held until the award has been made and executed, after which the Bid Securities will be returned to the respective Bidders who tendered same

## 2.5 BID PROPOSAL

2.5.1 All Bids must be made on the attached Proposal form. (Bidders are cautioned to make their Proposals on the Proposal form and not in the blank spaces in the Contract Agreement form.) The CITY may reject Bids which are incomplete, conditioned, or obscure; or which contain additions, interlineations, omissions, alterations, or other similar irregularities unless all changes, corrections and erasures, are INITIALED by the same person signing the bid. All blank spaces on the Proposal must be completed or, where permissible, contain the statement "No Bid." All blank spaces shall be filled, and all entries shall either be typed or in ink.

2.5.2 Bids must be properly signed in ink by the Bidder if an individual or by an authorized official or agent when the Bidder is a partnership, firm or corporation. When the Bid is made by a partnership, firm or corporation, the signature must include the firm name and title of the official or person authorized to bind the entity to the Contract. Proof of signature authority, and the names and business addresses of the President, Secretary, and Treasurer of corporations, or principals in partnerships is required.

2.5.3 The Bid, with the accompanying Bid Security, must be enclosed in a sealed envelope and be addressed to the City of Jacksonville, Florida. The envelope shall be mailed or delivered to Suite 105, Ed Ball Building, 214 N. Hogan Street, Jacksonville, Florida 32202. The Bid number shall be shown on the OUTSIDE of the envelope. The Bidder shall designate on the Bid Proposal its official address to which all communications are to be mailed.

2.5.4 Only the amount shown on the appropriate proposal form inside the envelope will be accepted. Changes in the bid amounts appearing on the bid envelope containing the bid shall not be considered.

2.5.5 In the preparation of the Bid, the BIDDER shall include all additional costs for any shift work that may be necessary in the completion of the project. The auxiliary cost should be for items such as water outages, traffic control officers, night lighting, etc. The above referenced costs shall be included into the items which are construction requiring shift work.

2.56 Contractors submitting bids on this project must submit current proof of all applicable business licenses required by Local, State and Federal Agencies, including a Local Business Tax Certificate, if applicable.

## 2.6 QUALIFICATIONS OF BIDDERS

2.6.1 The Contract shall only be awarded to a responsible Bidder who is qualified by experience and who is financially capable of doing the work specified. In order to award the Contract, the Bidder must promptly submit the following upon request:

2.6.1.1 Experience record showing training and experience on similar work.

2.6.1.2 A list and brief description of satisfactorily completed similar work, its location and date of completion.

2.6.1.3 Evidence of organization, capital, equipment, and machinery necessary to complete the work within the time limit established.

2.6.1.4 Furnish the name of its surety for Contract Bonds and a statement from the surety or authorized agent of the surety stating the surety will provide Contract Bonds if the Bidder is awarded the Contract for this project.

Required: Yes ☒ No ☐

2.6.1.5 Where applicable, evidence that the Bidder is legally qualified to contract for and perform the project (see section 20.54, General Conditions).

Required: Yes ☒ No ☐

2.6.1.6 Where applicable, evidence that Plumbing, Electrical, Mechanical and other contractor or subcontractor are legally qualified to perform work on the project in specialty trades (See Section 20.55, General Conditions).

Required: Yes ☒ No ☐

2.6.1.7 Work requiring the installation of water, sewer and storm drainage systems shall be performed by contractors licensed as underground utility contractors, in accordance with Chapter 489 Florida Statutes.

Required: Yes ☒ No ☐

2.6.1.8 For work requiring the drilling of potable water wells, the Bidder shall certify that the well driller holds a current permit issued by the Division of Environmental Health, State of Florida.

Required: Yes ☒ No ☐

## 2.7 DISQUALIFICATION OF BIDDER FOR MULTIPLE BIDS OF COLLUSION

2.7.1 If more than one Bid is submitted from an individual, firm, partnership, corporation, or association under the same or a different name, none of these bids will be considered. "Reasonable grounds" that a Bidder has an interest in more than one Proposal for the same work shall be sufficient cause for rejection of all Proposals in which such Bidder is believed to be interested. If there is reason to believe collusion exists among Bidders, no participants in such collusion will be considered in this work and in future Proposals for the same work.

## 2.8 BASIS OF AWARD

2.8.1 The award will be made as specified in the Proposal.

2.8.2 In the event of mathematical errors in the extension of prices or in the addition total for any base bid, unit prices will prevail. The corrected base bid will be used to determine the low qualified Bidder. The award of this contract will establish the CONTRACTOR and the unit prices which will be used during the life of the contract.

2.8.3 The award will not be made until all necessary investigations have been made as to whether the low Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract.

## 2.9 AWARD OF CONTRACT

2.9.1 Award of the Contract, if it is awarded, shall be to the lowest responsible Bidder of each Lump Sum Bid that meets or exceeds the specifications, and whose bid is in the best interest of the CITY. Bidders must provide a bid for ALL lump sum bid numbers in order to be considered for ANY award. The CITY reserves the right to award any one of the lump sum bid numbers. However, until the CITY issues a Notice to Proceed with a specific start date, the CITY shall not be liable for any expenses incurred by the CONTRACTOR prior to such start date.

## 2.10 EXECUTION OF CONTRACT

2.10.1 The Bidder to whom the Contract has been awarded shall sign two (2) original copies of the Contract Agreement and the Contract Bonds in the form herein contained without any additions, deletions, or modifications, and return same to the CITY within ten (10) days after receipt. Failure to execute the Contract Agreement and the Contract Bonds and return of them to the CITY within ten (10) days after receipt from the CITY shall be a breach of the Contract and may result in forfeiture of the award by the Bidder and forfeiture of the bid security to the CITY. The award may then be made to the next lowest responsible bidder or re-advertised as the CITY may elect.

## 2.11 CONTRACT PERFORMANCE AND PAYMENT BONDS

2.11.1 Except as provided in Section 20.45 of the General Conditions, Contract Bonds in the form provided in these Contract Documents will be required in an amount equal to one hundred percent (100%) of the Contract Amount and shall be written with a surety company regularly commissioned and currently licensed as a resident or non-resident agent in the State of Florida. Such surety company must be approved by the CITY'S Division of Insurance and Risk Management. The bonds shall guarantee the faithful

performance of this Contract, including delay damage expense, and payment for labor, materials, and supplies used therefore. For a Contract involving Federal funds, the bond must be written by a federally approved bonding agency. (A copy of bonding agencies currently approved by the Federal Government will be furnished upon request from the U. S. Housing and Urban Development (H.U.D.) Department).

Federal funds involved: Yes ☐ No ☒

Performance and Payment Bonds Required: Yes ☒ No ☐

2.11.2 When Performance and Payment Bonds are not required, the CONTRACTOR, prior to final payment, will certify by affidavit that laborers, materialmen and Subcontractors, as defined in Florida Statute s. 713.01, have no claims against the Contractor resulting from the completion of the work provided for in the Contract. Payments will be made by the CITY jointly between or among the Contractor and its Subcontractors and suppliers.

## 2.12 RIGHT RESERVED TO REJECT BIDS

2.12.1 The CITY reserves the right to reject any or all bids, with or without cause.

2.12.2 Bids in which the prices are obviously unbalanced are subject to rejection. The CITY shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

## 2.13 WITHDRAWAL OF BIDS

2.13.1 A Bidder may withdraw its Bid without forfeiture of the bid security not later than the day and hour set in the advertisement for receiving Bids, "the bid time," by communicating its withdrawal in writing to the CITY at the address given in the Invitation, and the Proposal will be returned to the Bidder unopened. When "the bid time" has passed, no Bidder shall thereafter have a right to withdraw its bid. Subsequent to the opening of the Bids, withdrawal will subject the Bidder's Bid Security to forfeiture.

## 2.14 CONDITIONS IN BIDDER'S PROPOSAL

2.14.1 The Bidder shall not stipulate in its Bid Proposal, or append thereto, any conditions contrary to those contained in the Contract Documents.

## 2.15 TAXES

2.15.1 Bidders shall include in their bid prices any sales taxes or use taxes which they are required by law to pay. Bidders are reminded that it is the CONTRACTOR'S responsibility to pay all Florida Sales Taxes that are required to be paid to the State under the subject contract. These taxes, by State law, are not to be set forth as a separate line item. Therefore, the CONTRACTOR shall devise his own method to insure recovery. Additional allowances will not be made for failure to include these required taxes in the proposal.

## 2.16 LIST OF MAJOR SUBCONTRACTORS AND SHOP FABRICATORS:

2.16.1 Inasmuch as it is unlawful for a person to engage, within the city of Jacksonville, in the business of contracting or act in the capacity of a contractor as provided in Chapter 342, Jacksonville Ordinance Code or Chapter 489, Florida Statutes, without a valid contractor certificate or license, bidders for all capital improvement projects are required, on or before the date and time of bid opening, to furnish, with their bids, the names, addresses and scopes of work to be performed by all subcontractors required to be certified, qualified, or licensed in accordance with Chapter 342 and/or Chapter 489, as either may be revised from time to time. On or before the date and time of bid opening, bidders, if applicable, are required to indicate, as part of their bids, all scopes of work that they intend to self-perform and to provide evidence that they currently hold the required certifications, qualifications, or licensing necessary for all scopes of work to be self-performed. The subcontractors required to be listed under this section shall be listed in the Schedule of Licensed Subcontractors of Appendix C-1, hereof.

2.16.2 The bidder shall furnish, PRIOR TO AWARD, the names, addresses and scopes of work to be performed by all subcontractors and/or shop fabricators that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes. All subcontractors and/or shop fabricators required to be listed under this section shall be listed in the chart provided in Paragraph 2 of Section 3, Appendix C.

## B. BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidders, or the project may be awarded to both the lowest and second lowest responsive, responsible Bidders for the Total Base Bid amount submitted by each bidder. Each award is contingent on the availability of funds within the project's approved budget. The City reserves the right to assign the specific, individual projects to either contractor(s) using the unit prices established in its bid.

## C. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the Procurement Division at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

## D. CONTRACT EXPIRATION DATE AND CONTRACT EXTENSIONS

The Contract expiration date shall be established as follows:

> **The Contract shall be for one (1) year beginning on the date established in the Contract with three (3) one (1) year renewal options.** Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and condition set forth in the bid documents. The contract and each contract extension shall remain in effect until the contract requirements for landscape work, including maintenance, covered by each purchase order is completed and accepted by the City. The Contract will expire 120 days thereafter in order to comply with Executive Order 2013-05.

The Contractor may submit a written request to increase the unit prices before each contract renewal, if the request is received by certified letter at least 30 days before the completion of the previous contract period. The City may agree to or decline the price increase or may choose to terminate the contract. The Contractor's request for a price increase will be based solely upon the percentage change of Consumer Price Index for all Urban Consumers-South Region All Items, (Series CUUR0300SAO) each year, compounded annually, beginning on the date of the execution of the contract and each contract renewal. If the City agrees to the requested price increases, the new adjusted Contract Unit Prices will be calculated using the Contract Unit Prices of the established in the previous contract or contract renewal and adjusting them by the amount of the submitted CPI increase.

## E. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bid documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

## F. CONSTRUCTION COMPLETION

The Contractor shall not begin work until it has received a Purchase Order for each project requested by the Contract Manager. All installation work required by each Purchase Order must be completed by the scheduled construction completion date for each project unless extended by the Contract Manager.

## G. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other entity bidding on this work.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

**APPENDIX G**

## PROJECT SPECIFIC QUALIFICATION AND SUBMITTAL REQUIREMENTS

The Bidder/Contractor and named sub-contractors must meet the following project specific qualifications to be eligible to bid on this project. The Bidder must submit the requested information with the Bid. **Failure to provide the documented evidence requested with the bid submittal will automatically disqualify the bid and result in rejection.** All submittals listed below shall be on Company letterhead signed by the Owner or Corporate Officer and dated. The Contract Manager reserves the right to inspect the business location and tools and equipment proposed to be used to confirm conformance with the specifications before awarding the Project.

**Qualifications:**
Experience- The Bidder, who performs resurfacing, surfacing, leveling, restriping, striping and placement of asphaltic and Portland cement concrete surfaces of Sports Courts shall have a minimum on three (3) years' experience within the last ten (10) years in performing all work typical to an approved sports court or similar surfacing systems. In addition, they shall have successfully completed maintenance and construction of a minimum of five (5) courts or similar surfaces within the experience period. Only experience with an approved system shall be considered. Included in the bid documents shall be documented evidence that the Bidder has the required Sports court or similar surface maintenance and construction experience. A list of names and contact numbers of contracts working and completed, contracting parties and owners along with surfacing system maintained and constructed and description of work performed shall be provided with the bid documents. Only maintenance and construction with an approved system shall be considered.

The Bidder must submit:

1. Experience record showing training and experience of similar work.
2. A list and brief description of satisfactorily completed similar work, its location and date of completion.
3. Evidence of organization, capital, equipment, and machinery necessary to complete the work within the time limit established.
4. Evidence that the Bidder is legally qualified to contract for and perform the project.

## SECTION 30
## SPECIFICATIONS/SCOPE OF WORK

SPORTS COURT MAINTENANCE AND CONSTRUCTION AT VARIOUS DUVAL LOCATIONS

30.1 Scope of Service: The services sought under this invitation to bid are generally described as sports court construction and maintenance including surfacing, resealing and stripping. All work shall comply with City of Jacksonville Code of Ordinances, Florida Building Code and Florida Accessibility Code.

The work covered by these specifications consists of furnishing all labor, equipment, supervision, transportation and materials and performing all operations necessary for the maintenance and construction of tennis, basketball and other types of sport courts including but not limited to, resurfacing, re-striping, leveling and sealing of existing courts, installation of new courts and all appurtenant work necessary to accomplish a complete court facility. All work performed at locations designated by the City of Jacksonville, within Duval County.

Sport Court re-surfacing and surfacing consists of the Contractor applying a high quality, multi-component, all weather acrylic paint surface to existing and/or new asphaltic or Portland cement court surfaces. Sport court surfaces include, but are not limited to, tennis, basketball, pickle ball lines, shuffleboard, netball and multi-sport playing surfaces. All work shall meet the requirements in accordance with the bid specifications, manufacturer's specifications and as designed by the Parks, Recreation and Community Service Department Project Manager.

Water Testing: Prior to application of surfacing materials, the entire court surface shall be water flooded and allowed to drain for 120 minutes. The surface shall then be checked for depressions and any areas holding water more than 1/8" deep (the thickness of a nickel) shall be marked for patching. All depressions shall be patched/leveled with the approved surface system manufacturer's patching/leveling mix according to manufacturer's specifications. This procedure will be repeated until all low areas have been repaired resulting in a uniform undeviating surface that meets or exceeds manufacturer specifications and is accepted by the Parks, Recreation and Community Service Department Project Manager.

30.2 Location: The work shall be performed upon property owned, leased, or otherwise under the control of the City of Jacksonville, Florida as shown on the plans or otherwise identified herein.

30.3 Intent: It is the intent of these Contract Documents to construct the Sports Court Maintenance and Construction as per statement of work and specifications.

It is not the intent of these bid documents to minutely define the mode, means, methods, techniques, sequence of construction and/or programs incident to the Contractor's work, but rather to set forth rational and reasonable criteria for the construction thereof.

30.4 Specifications:

*Surfacing Systems*
Sports Court Re-surfacing/Surfacing: Approved court surfacing systems are Plexipave, World Class Athletic Surfaces-Color Coating System, NovaSports Resurfacing Products, Colorcourt, or approved equal.

The following are approved court surfacing systems:

1. Plexipave and Plexicourt sport surfacing system. For information and availability contact California Products Corporation, South East US, Don Domino, Parkland, Florida, Phone 1-954-856-8500, Email: d.domino@plexipave.com or call toll free 1-800-225-1141 ext.233.
2. World Class Athletic Surfaces Color Coating System. For information and availability contract World Class Paints, PO Box 152, 817 N. Broad Street, Leland, Mississippi 38756. Phone 1-800-748-9649, Email info@worldclasspaints.com.
3. Nova Sports USA – Sports Surfaces Products. For information and availability contact Nova Sports U.S.A., Inc., 6 Industrial Road, Building #2, Milford, MA 01757, Phone 1-508-473-6540, Email: info@novasports.com or call toll free 1-800-USA-NOVA.
4. Color Court Surfacing System. For information and availability contact Color Court, 504 Arlington Avenue, Nashville, TN 37210, Phone 1-615-742-5551, Email: info@colorcourt.com or call toll free 1-800-401-9440.

Alternative court surfacing systems other than specified above may be proposed.

Court type, project site conditions, manufacturer's recommendation and the Parks, Recreation and Community Services Project Manager shall dictate the specific product(s) of the approved surface system to be used.

The Contract unit price shall include all labor, equipment, materials and supplies including, but not limited to, cleaning, pressure washing, debris and vegetation removal, water testing, crack (1/16" wide, 6" long or greater) and depression (3/8" depth or less) filling, leveling, sanding, scraping, manufacture recommended multi-layer, two-tone surface courses, striping and playing lines as required to complete the various sport court surface(s).

*Item #1 and 2: Sport Court Resurfacing/Surfacing*
There are two (2) Contract unit prices that cover construction of a complete resurfacing and/or surfacing system (items number 1-2). Sport Court Resurfacing pricing will be applicable when a court is surfaced and the contractor applies a new sport surfacing system. Sport Court Surfacing pricing will be applicable when a court is not surfaced and the Contractor applies a new sport surfacing system.

Payment for Sport court resurfacing and surfacing shall be made at the respective unit price per square yard of surface authorized, surfaced and accepted.

*Item #3: Sport Court Leveling*

Sport court leveling shall consist of the contractor performing all work and operations required to fill and level depressions in sport courts when it is determined by water testing that the size and depth exceed the repair limits covered by Sport Court resurfacing or surfacing. All work shall meet the requirements of and be in accordance with these specifications, manufacturer's specifications and as designated by the Parks, Recreation and Community Services Project Manager.

The Contract unit price shall include all labor, equipment, materials and supplies including, but not limited to, cleaning, debris and vegetation removal, depression(s) (greater than 3/8" depth) filling and patching, leveling, sanding, and scraping as required to complete the various sport court surface(s).

Payment for Sport court leveling shall be made at the respective contract unit price per square yard per ¼" depth of surface authorized, leveled and accepted.

*Item #4: Sport Court Striping*

All court striping shall consist of the contractor performing all work and operations required to install standard playing lines. All work shall meet the requirements of and be in accordance with these specifications, manufacturer's specifications and as designated by the Parks, Recreation and Community Services Project Manager.

The Contract unit price shall include all labor, equipment, materials and supplies including, but not limited to, cleaning, debris and vegetation removal, sanding, scraping and 2" wide playing lines as required to complete the applicable standard court striping.

There is one (1) contract unit price that covers construction of a complete striping of all courts (item number 4). All court stripping will be applicable when the contractor applies new stripes.

Payment for Sport court re-striping shall be made at the respective contract unit price per linear foot authorized, restriped and accepted.

*Item #5: Concrete Court (Portland Cement)*

Concrete Court (Portland Cement) shall consist of the contractor performing all work and operations required to install acceptable Portland Cement 5" depth concrete sports court resulting in construction conforming to the design plans and/or as determined by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 130, 141, all other applicable City Standard Specifications and Details and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the concrete construction including, but not limited to, all subgrade preparation, layout, forms, placement, concrete, reinforcement (No. 5 rebar around perimeter as specified and 6"x6" WWF throughout area, all supported with rebar supports), expansion and control joints (with backer rod and sealant), pumping, finishing, chamfering, curing,

grading/backfilling shoulders up to five (5) feet concrete edge and cleanup. Court shall have slope and cross slope grades in accordance with court standards.

Payment for concrete court (Portland cement) shall be made at the respective contract unit price per square yard per depth of concrete authorized, formed, placed, finished and accepted.

*Item #6 and 7: Concrete Asphaltic Court*

Asphalt Court shall consist of the contractor performing all work and operations required to install acceptable asphaltic concrete sports court resulting in construction conforming to the design plans and/or as determined by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 106 through 125, 141, applicable Florida Department of Transportation Specifications and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the asphalt court construction including, but not limited to, base or existing asphalt preparation, layout, prime or tack coat, asphalt, placement, spreading, screeding, compaction, sanding, grading/backfilling shoulders up to five (5) feet asphalt edge and cleanup.

There are two (2) contract unit prices that cover construction of asphaltic court with different FDOT specifications (items number 6 – 7). The selection of which contract unit price to be used and paid for shall be determined by the type of asphalt mix required to accomplish the work.

Payment for concrete court (asphaltic) shall be made at the respective contract unit price per square yard per one (1) inch of depth of asphalt concrete surface authorized, placed, compacted and accepted.

*Item #8: Stabilized Subgrade*

Stabilized Subgrade shall consist of the contractor performing all work and operations required to prepare a firm and unyielding subgrade having the required bearing value resulting in construction conforming to the design plans and/or as determined by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 104, applicable City Standard specifications, City Standard Details, Florida Department of Transportation Specifications section 230, 911 and 914 and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the subgrade stabilization including, but not limited to, additional commercial materials, removal and replacement of native soils, blending, compacting and densifying of native and additional material, fine grading and testing.

Payment for stabilized subgrade shall be made at the respective contract unit price, whether additional material is required or not, per square yard of subgrade (12' depth) authorized, compacted and accepted.

*Item #9 - 10: Limerock*

Limerock shall consist of the contractor performing all work and operations required to construct a base course composed of limerock having the required bearing value resulting in construction conforming to the design plans and/or as determined by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 105, applicable City Standard specifications, City Standard Details, Florida Department of Transportation Specification section 911 and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the construction of the base including, but not limited to, placing, preparing, grading, compacting, densifying, fine grading and priming.

There are two (2) contract unit prices that cover limerock (items number 9 – 10). Line item 9 is for the initial four (4) inch lift and if additional limerock is required, each additional one (1) inch of depth will be paid for in accordance with line 10. The selection of which contract unit price to be used and paid for shall be determined by the depth of limerock required to accomplish the work.

Payment for limerock shall be made at the respective contract unit price per square yard and depth of limerock authorized, compacted and accepted.

*Item #11: Over-excavation*

Over excavation shall consist of the contractor performing all work and operations required to excavate unsuitable material at or below the grade required by regular excavation resulting in the preparation for filling the excavation with a suitable bedding material. All work shall comply with the requirement of City Standard Specifications Section 103, applicable City Standard specifications, City Standard Details and be authorized by the Parks, Recreation and Community Services Project Manager.

Any and all unsuitable materials encountered during the execution of this contract will become the property of the contractor and shall be removed from the job site and disposed of properly resulting in no additional cost to the City.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to remove and dispose of the over excavation material. Replacement of the over excavation material will be with a material approved by the Parks, Recreation and Community Services Project Manager and be paid for with the respective contract unit price line item

Payment for over excavation shall be made at the respective contract unit price per actual measured volume in cubic yards of unsuitable material authorized, excavated, removed and disposed of.

*Item #12. A-3 Fill*

Class A-3 Fill shall consist of the contractor performing all work and operations required to fill an excavation with a suitable material meeting the requirements of a class A-3 soil when the supply of onsite suitable soil becomes exhausted. All work shall comply with the requirement of City Standard Specifications Section 103, applicable City Standard

specifications, City Standard Details, Florida Department of Transportation specification section 902 and these specifications.

Any material made available during project execution shall be determined as suitable or unsuitable by the Parks, Recreation and Community Services Project Manager. Suitable material shall be stockpiled on site for reuse as required by the project. If the project backfill requirement exhausts the supply of stockpiled suitable material obtained from regular excavation, then the contractor shall supply A-3 material sufficient to meet the remaining project requirement. No separate payment will be made for using backfill material encountered on the project site or when suitable material from scheduled excavation will become available, but at the required time is not available due to the contractor's sequence of work. Removal and disposal of unsuitable materials is covered under other respective contract unit price(s).

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to, hauling, delivery, placing, compaction and densifying of the A-3 material.

Payment for over excavation shall be made at the respective contract unit price per cubic yard of fill authorized, placed, compacted and accepted.

*Item #13: Asphaltic Concrete Removal*

Asphaltic Concrete will be removed as directed by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 102, 141 and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to saw cut, excavate, demolish, remove, load, haul, and dispose of various types of asphaltic concrete sports courts in which the Parks, Recreation and Community Services Project Manager has determined to be of no use. Removal of courts shall include the base and sub-base materials.

Payment for asphaltic concrete removal will be made at the respective contract unit price per cubic yard authorized, removed, disposed of and accepted.

*Item #14: Portland Cement Concrete Removal*

Existing Concrete will be removed as directed by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirement of City Standard Specifications Section 102, 103, 130,131, 141, 200 and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to saw cut, excavate, demolish, remove, load, haul, and dispose of various types of Portland cement concrete sports courts in which the Parks, Recreation and Community Services Project Manager has determined to be of no use. Removal of courts shall include the base and sub-base materials.

Payment for concrete removal will be made at the respective contract unit price per cubic yard authorized, removed, disposed of and accepted.

*Item #15: Pressure Washing*

Pressure Washing shall consist of the contractor cleaning and removing unwanted dirt, mold, algae and other foreign matter from objects and surfaces by use of a mechanical high water pressure (minimum 2000 p.s.i.) sprayer. All work shall comply with the requirements of the sprayer and chemical agent manufacturer recommendations and specifications and these specifications.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the cleaning including, but not limited to, contractor supplied water, cleaning agents, sprayer, hoses, and nozzles and clean up.

Payment shall be made at the respective contract unit price per square yard of surface area authorized, cleaned and accepted. This line item shall not be used when resurfacing and/or surfacing is accomplished.

*Item #16-17 Grass Sod*

Grass Sod shall consist of the contractor establishing a stand of grass within the areas called for by placing sheets of turf over a freshly prepared soil and maintaining until acceptance. All work shall comply with the requirements of City Standard specifications section 102, 104, 200 and these specifications. Grass specifications shall be determined by Parks' Recreation Project Manager.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to surface preparation, sod, installation, cutting in and maintaining the sod until established.

There are two (2) contract unit prices that cover grass sod (items number 16 – 17). The selection of which contract unit price to be used and paid for shall be determined by type of sod placed. Sod type shall match the existing adjacent grass type, approved plans, and/or be approved by the Parks, Recreation and Community Services Project Manager.

Payment shall be made at the respective contract unit price per square yard of sod authorized, placed, established and accepted.

*Item #18: Seed and Straw*

Seed and Hay shall consist of the contractor establishing a stand of grass within the areas called for by placing grass seed over a freshly prepared soil, straw and maintaining until acceptance. All work shall comply with the requirements of City Standard specifications section 102, 140, 200 and these specifications. Grass/seed specs shall be determined by Parks, Recreation and Community Services Project Manager.

The Contract unit price shall include all labor, equipment, materials and supplies necessary to complete the construction including, but not limited to surface preparation, seed, placement, straw and maintaining until established to 90% coverage of soil.

Payment shall be made at the respective contract unit price per square yard authorized, sewed, hayed, established and accepted.

*Item #19-21: Miscellaneous Court Furnishings*

Miscellaneous court furnishings shall consist of the contractor performing all work and operations required to supply and/or install various court furnishings when applicable contract unit prices are absent in the bid items resulting in construction conforming to the design plans and/or as determined by the Parks, Recreation and Community Services Project Manager. All work shall comply with the requirements of City Standard specifications and details, manufacturers' recommendations and these specifications.

Line item 19-21 shall be used for, but not limited to, the supply and installation of nets, net posts, sleeves, anchors, poles, backboards, and goals.

Labor shall consist of the contractor providing a crew of two (2) workers plus hand tools to transport, deliver and install the court furnishings necessary to complete the construction. The workers shall be experienced in the installation of the specific furnishing being installed.

Material(s) shall consist of the contractor supplying for installation of the required court furnishings plus incidentals such as mounting hardware necessary to complete the construction.

Equipment shall consist of the contractor providing the required equipment and/or machinery plus an operator for hardscape furnishing installation necessary to complete the construction.

The bidder shall provide to the Parks, Recreation and Community Services Project Manager a complete detailed breakdown of all labor, material and equipment costs associated with the court furnishing supply and installation. The breakdown shall be approved by the Parks, Recreation and Community Services Project Manager prior to any miscellaneous court work.

There are three (3) contract unit prices that cover construction of miscellaneous furnishings (items number 19-21). The selection of which contract unit price(s) to be used and paid for shall be determined by the labor, material(s) and equipment required to accomplish the work.

Payment for miscellaneous hardscape shall be made at the respective contract unit price(s) as follows:

a. Payment for labor shall be made at the contract unit price per two (2) man crew hour authorized, worked and accepted. No markup allowed.
b. Payment for material(s) shall be made at the contract unit price per each $100 material cost plus a 20% markup for the contractor's supervision, shipping, overhead, bond, insurance and profit.
c. Payment for equipment shall be made at the contract unit price per each $100 equipment rental cost. No markup allowed.

*Item #22: Project Records*

Project records shall record photographs and descriptions of existing court conditions prior to work, description of necessary repairs and extent of repairs, completed photographs. Project records shall be delivered as requested and yearly to the Parks, Recreation and Community Services Project Manager.